



**FILED**

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**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

**A1909019**

Application of the California High-Speed Rail Authority for approval to Construct One New Underpass Grade-Separated Crossing at Avenue 144, Under Two Proposed High-Speed Rail Tracks at CHSRA's MP (244.65), Part of the Proposed Avenue 144/Tule Avenue Underpass Structure Which Includes High-Speed Rail Tracks Over BNSF Tracks Crossing, Located in the County of Tulare, State of California.

Application No. \_\_\_\_\_

**APPLICATION**

In accordance with Rule 3.7 and 3.9 of the Rules of Practice and Procedure of the California Public Utilities Commission ("Commission" or "CPUC"), the Applicant, California High-Speed Rail Authority ("Authority" or "CHSRA") hereby seeks authority from the Commission to construct one new underpass grade separation at Avenue 144 at CHSRA's milepost (MP) 244.65 under two proposed High-Speed Rail tracks. This project is located within the Construction Package 2-3 ("CP 2-3") in Tulare County, State of California. The proposed grade-separated crossing at Avenue 144 Avenue will cross under the two CHSRA mainlines and is part of the proposed California High-Speed Train System (CHSTS). There will be no roadway improvements to Avenue 144 beneath the CHSRA tracks; however there will be a minor maintenance roads on Avenue 144 and improvements on State Route 43. Majority of work would be for the construction of the two CHSRA tracks above the roadway to form the Avenue 144/Tule Avenue underpass structure.

In support of this application, the Applicant asserts that:

1. The Applicant's exact legal name is California High-Speed Rail Authority, hereinafter referred to as "Authority" or "CHSRA", a public agency and subdivision of State of California formed pursuant to the California High-Speed Rail Act. (California Public Utilities Code § 185000 et seq.)

2. Applicant's principal place of business is located at the office of:

California High-Speed Rail Authority (CHSRA)

770 L Street, Suite 620

Sacramento, CA 95814

Attention: Bruce Armistead - Director of Operations and Maintenance

E-mail: [Bruce.armistead@hsr.ca.gov](mailto:Bruce.armistead@hsr.ca.gov)

3. All correspondence, communication notices, orders, and other papers relative to this application should be addressed to:

CP 2-3 Team

California High-Speed Rail Authority

1775 Park Street, Building 75A

Selma, CA 93662

Attention: Jose de Jesus Martinez – Engineering Oversight Manager

E-mail: [JosedeJesus.Martinez@hsr.ca.gov](mailto:JosedeJesus.Martinez@hsr.ca.gov)

Phone: (559) 558-5199

4. CHSRA is working cooperatively with the stakeholders along the corridor, which include BNSF Railway and Tulare County.

5. The authorization to construct Avenue 144 Underpass is requested pursuant to Section 1201 through 1205 of the Public Utilities Code and is made in accordance with Rule 3.7 and Rule 3.9 of the CPUC Rules of Practice and Procedure.

6. The proposed grade-separated crossing at Avenue 144/Tule Avenue is part of the CHSRA Construction Package 2-3 (CP 2-3) program and includes construction of one new grade-separated underpass crossing at Avenue 144. The proposed grade separation will conform to CHSRA and CPUC standards.

The CP 2-3 project limits extend 65.5 miles from East American Avenue in Fresno County to one mile north of Tulare-Kern County line. The CP 2-3 project consists of two CHSTS mainline tracks, generally aligned in a north-south direction. The proposed crossings of the CP 2-3 project include approximately thirty-six (36) grade separations in the counties of Fresno, Tulare, and Kings, including viaducts, underpasses and overpasses.

7. The purpose of this grade-separated crossing in the CP 2-3 project is to provide for the safety of motorists and pedestrians. The proposed new grade-separated crossing at Avenue 144 will allow for safe and simultaneous movement of roadway and rail modes of travel. All CHSRA structures are in compliance with AREMA standards throughout the project.

For the protection of the general public and CHSTS passengers, the CHSTS will be a closed corridor with a continuous 8 foot high welded wire mesh Access Restricted (AR) fence or barrier to prevent unauthorized access to CHSRA right-of-way. In addition to the AR fence or barrier walls, intrusion monitoring and detection is proposed.

8. For the proposed crossing stated herein as required by CPUC Rules of Practice and Procedure, Rule 3.7 and Rule 3.9, the CHSTS milepost, proposed CPUC crossing number, and DOT crossing number on the Sierra Subdivision are listed in the following table.

| Crossing Name                       | CHSTS Milepost | Proposed CPUC# | Proposed DOT# |
|-------------------------------------|----------------|----------------|---------------|
| Avenue 144/Tule<br>Avenue Underpass | 244.65         | 135S-244.65-B  | 973205E       |

For Avenue 144/Tule Avenue Track over Track, the following structure coordinates are latitude 36.050° and longitude -119.521°.

8. The nearest existing public crossing of the proposed underpass crossing at Avenue 144 is located as follows: (Rule 3.7 (b))

- To the west of the proposed underpass crossing Avenue 144, the existing BNSF at grade crossing (CPUC Crossing Number 002-947.00, DOT Crossing Number 028329T).

9. The overall length and width dimensions of the proposed grade-separated underpass crossing Avenue 144/Tule Avenue are provided in Structural drawings in Exhibit D.

10. The overhead contact system, which will supply energy to the rail vehicles, is consistent with the requirements of General Orders 26-D, 95, 128, and 176.

The horizontal and vertical clearance dimensions provided in the structural drawings in Exhibit D comply with CPUC General Order 26-D. See table A for further information for horizontal and vertical clearances for the proposed crossing at Avenue 144/Tule Avenue.

Table A: Exhibit D Structure Overhead Drawings

| Crossing Name                           | Minimum Vertical Clearance | Minimum Horizontal Clearance                                      |
|---|----------------------------|---|
| Avenue 144/<br>Tule Avenue<br>Underpass | 16'-6"                     | 41'-8" from centerline of road to<br>closest concrete obstruction |

11. The CHSRA, as the lead agency under the provisions of the California Environmental Quality Act (CEQA), prepared the *Final Environmental Impact Report/ Environmental Impact Statement (Final EIR/EIS)* for the Fresno to Bakersfield section of the California High-Speed Train project. The Federal Railroad Administration (FRA) was the lead agency under the National Environmental Policy Act (NEPA). The Notice of Determination (NOD) for the *Final EIR/EIS* was certified on May 07, 2014, and the Record of Decision (ROD) was dated on June 27, 2014. The *Final EIR/EIS* for the Fresno to Bakersfield Section of the California High-Speed Train project was provided to the Commission (Rule 2.4) on archival and standard CD-ROM/DVD as Exhibit I to Application A1709017. The *final EIR/EIS* is made a part of hereof by reference. A Notice of Availability for the *final EIR/EIS* and Certificate of Service are filed with this application.

Construction of the (CHSTS) complies with all environmental regulations for the proposed construction of one underpass grade separation at Avenue 144/Tule Avenue under the High-Speed Rail tracks.

The environmental impacts and mitigation specifically associated with the portion of the project can be found within the following sections of the Final EIR/EIS for the Fresno to Bakersfield Section of the California High-Speed Train Project, dated April 2014, related to the proposed railroad crossings at California High-Speed Rail Train System, Sierra Subdivision milepost 244.65.

#### Final EIR/EIS Summary

- Volume I: Report, Chapter 2, Alternatives, discusses the alternative alignments contemplated in the EIR/EIS. (2-21 to 2-32)
- Volume I: Report, Chapter 7, Preferred Alternative, identifies and discusses the Preferred Alternative. (7-7 to 7-15)
- Roadway crossings over CHSRA are Project Design Features to mitigate impacts to local transportation networks resulting from implementation of the Preferred Alternative. (3.19-7 to 3.19-9)
- Avenue 144/Tule Avenue underpass is identified in Volume I: Report; Chapter 3.2, Transportation, Figure (3.2-23.)

- Impacts resulting from implementation of the Preferred Alternative are analyzed in their appropriate sections in Volume I: Report sections and in Volume II: Technical Appendices.
- Avenue 144/Tule Avenue underpass designs are detailed in Volume III, Alignment Plans, Section C- Roadway and Grade Separation Plans.
- CHSRA Approved Resolution # CHSRA 14-10, attachment B approved Mitigation, Monitoring and Reporting Program for the certified Final EIR/EIS with specific measures to be implemented project-wide. These measures, in addition to Project Design Features, are applicable to the Avenue 144/Tule Avenue structure.

#### Permitting

- The project has the following permits for the current design of HSR CP 2-3 (Avenue 144/Tule Avenue Structure):
- Voluntary Emissions Reduction Agreement – San Joaquin Valley Air Pollution Control District
- Dust Control Plan – San Joaquin Valley Air Pollution Control District
- California Endangered Species Act Incidental Take Permit – California Department of Fish and Wildlife
- Master Streambed Alteration Agreement – California Department of Fish and Wildlife
- Biological Opinion – U.S. Fish & Wildlife Service
- Stormwater Pollution Prevention Plan – State Water Resources Control Board
- Clean Water Act Section 401 Certification – State Water Resources Control Board
- Clean Water Act Section 404 Permit- U.S. Army Corps of Engineers

**WHEREFORE, Applicant, California High-Speed Rail Authority, respectfully  
requests:**

1. That the Public Utilities Commission of the State of California issues an order authorizing the construction of one new grade-separated rail crossing (underpass) at Avenue 144/Tule Avenue on the plans and specifications set forth in Exhibit D, pursuant to the provisions of Sections 1201-1205, inclusive, of the California Public Utilities Code and Commission Rules of Practice and Procedure, Rule 3.7 and Rule 3.9.
2. That the Order provides Seventy-Two (72) months from the date of such an Order within which to complete the work requested. This extended period of time is requested due to the complexity, size, and unique nature of the CP2-3 project.

The CP2-3 project scope includes the design and construction of the structures and track roadbed, encompassing nearly 36 grade-separated crossings. To complete construction at this grade-separated rail crossing at Avenue 144 and all of the crossings along the length of the CP2-3 project, CHSRA anticipates issuing a separate contract within several years of construction of the proposed tracks and overhead contact system.

The construction of the CP2-3 project and the future track work contract will not be completed within the standard 36-month authorization period but is likely to be completed within 72 months. In addition, because the proposed crossings are grade separations, the clearances and crossing configurations are well defined and not subject to the variability common for at-grade crossings. Given the number of new CHSTS crossing requests that will be submitted to the CPUC in the coming months and years, authorizing the extended period for these crossings will relieve both the CP2-3 Project and CPUC staff of preparing and processing numerous crossing extensions that will result with a 36-month Order.

California High-Speed Rail Authority



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Bruce Armistead

770 L Street, Suite 620

Sacramento, CA 95814



## **“List of Exhibits”**

In support of the present application for the proposed structure at the Avenue 144/Tule Avenue Underpass at Avenue 144 (Part of the overall Avenue 144/Tule Avenue Underpass Bridge Structure that includes Rail-Rail grade separation), the following exhibits are transmitted as required by the referenced portions of CPUC Rules of Practice and Procedures, Rule 3.7:

- EXHIBIT A: Crossing Legal Descriptions in conformance with the requirements of CPUC Rules of Practice and Procedure, Rule 3.7 (a).
  - A1 – Avenue 144/Tule Avenue Underpass
- EXHIBIT B: Vicinity Map; showing the location of the project in relation to the existing roads and streets in general vicinity, in conformance with the requirements of CPUC Rules of Practice and Procedure, Rule 3.7 (e).
  - B1 – Avenue 144/Tule Avenue Underpass
- EXHIBIT C: Location Map; showing accurate locations of all streets, roads, property lines, tracks, buildings, structures or other obstructions to view in each direction from proposed crossing, in conformance with the requirements of CPUC Rules of Practice and Procedure, Rule 3.7 (d).
  - C1 – Avenue 144/Tule Avenue Underpass
- EXHIBIT D: Structural Drawings; showing Plan View, Elevation, Profile and Typical Cross Sections of the proposed crossing in conformance with the requirements of CPUC Rule of Practice and Procedure, Rule 3.7 (f).
  - D1 – Avenue 144/Tule Avenue Underpass
- EXHIBIT E: Profile Plan Drawings and Track Guideway; showing underground lines and grade line and rate of grades of approaches on all roadways and railroads affected by the proposed crossing at Avenue 144/Tule Avenue, in conformance with the requirements of CPUC Rule of Practice and Procedure, Rule 3.7 (f).
  - E1 – Avenue 144/Tule Avenue Underpass

- **EXHIBIT F: Traffic Handling Plan / Pavement Delineation; showing temporary closures and detours on all roadways affected by the proposed crossings at Avenue 144/Tule Avenue.**
  - F1 – Avenue 144/Tule Avenue Underpass
- **EXHIBIT G: Local Project Support**
  - G1 – Letter of concurrence from Tulare County
  - G2 – The Cooperative Agreement between CHSRA and the County of Tulare
  - G3 – Letter of concurrence from BNSF
  - G4 – Letter of concurrence from California Department of Transportation
- **EXHIBIT H: Verification for Application**
- **EXHIBIT I: Notice of Availability**
  - The approved final Environmental Impact Report / Environmental Impact Statement (EIR/EIS) pursuant to Division 13 of the Public Resources Code, California Environmental Quality Act (CEQA). The approved document included in DVD format contains the Record of Decision (ROD), Memorandum of Agreement between the Federal Railroad Administration (FRA), CHSRA and Surface Transportation Board (STB).
- **EXHIBIT J: Scoping Memo**
  - H1 – Avenue 144/Tule Avenue Underpass
- **EXHIBIT K: Certification of Service**

# **EXHIBIT A1**

## **Crossing Legal Descriptions**

**Avenue 144/Tule Avenue Underpass**

**Dragados Flatiron Joint Venture**

**1775 Park Street Suite 75**

**Selma, CA 93662**

EXHIBIT "A"  
LEGAL DESCRIPTION

COPY

The land referred to herein below is situated in the County of Tulare. State of California and is described as follows:

FB-54-0001-1

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

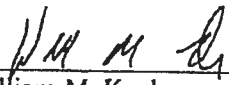
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 35.00 feet to the south line of that certain parcel of land as described in that Grant Deed to the County of Tulare recorded March 8, 1967 in Book 2701, at Page 191 of Official Records of Tulare County; thence along said south line, North 89°48'56" West, 798.08 feet to the **POINT OF BEGINNING**; thence leaving said south line, South 31°14'37" West, 14.91 feet; thence South 00°00'00" East, 24.44 feet; thence South 23°17'24" East, 86.10 feet; thence South 66°42'36" West, 12.29 feet to the northeasterly line of that parcel as described in Deed to San Francisco and San Joaquin Valley Railroad Company recorded July 21, 1898 in Volume 87, at Page 477 of Official Records of Tulare County; thence along said northeasterly line, North 30°22'52" West, 140.62 feet to aforesaid south line of the County of Tulare parcel; thence along said south line, South 89°48'56" East, 56.09 feet to the **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** an undivided one-half interest in all oil, gas, and minerals beneath the surface of the above described land, as reserved by the Union Central Life Insurance Company, a corporation, in deed dated February 6, 1942 recorded March 19, 1942 in Book 985, Page 39, Official Records.

This conveyance is made for the purposes of a rail and the Owner hereby releases and relinquishes to the State any and all abutter's rights including access rights appurtenant to Owner's remaining property in and to said rail.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
William M. Koch  
Professional Land Surveyor  
California No. 8092



11-19-14  
Date

EXHIBIT "A"  
LEGAL DESCRIPTION

COPY

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0001-2

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 35.00 feet to the south line of that certain parcel of land as described in that Grant Deed to the County of Tulare recorded March 8, 1967 in Book 2701, at Page 191 of Official Records of Tulare County; thence along said south line, North 89°48'56" West, 854.18 feet to the northeasterly line of that parcel as described in Deed to San Francisco and San Joaquin Valley Railroad Company recorded July 21, 1898 in Volume 87, at Page 477 of Official Records of Tulare County; thence along said northeasterly line, South 30°22'52" East, 328.39 feet to the most easterly corner of said railroad parcel; thence along the southeasterly line of said railroad parcel, South 59°37'08" West, 60.55 feet to the **POINT OF BEGINNING**, also being the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 66°20'16" West; thence southeasterly along said curve having a radius of 40975.00 feet, through a central angle of 00°29'21", an arc length of 349.87 feet to the northeasterly line of State Highway Route 43 as said line is described in Grant Deed to the State of California recorded July 26, 1973 in Volume 3121, at Page 669 of Official Records of Tulare County; thence along said northeasterly line, North 30°22'51" West, 347.63 feet to aforesaid southeasterly line of said railroad parcel; thence along said southeasterly line, North 59°37'08" East, 39.45 feet to the **POINT OF BEGINNING**.

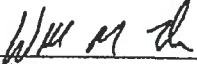
**EXCEPTING THEREFROM** an undivided one-half interest in all oil, gas, and minerals beneath the surface of the above described land, as reserved by the Union Central Life Insurance Company, a corporation, in deed dated February 6, 1942 recorded March 19, 1942 in Book 985, Page 39, Official Records.

This conveyance is made for the purposes of a rail and the Owner hereby releases and relinquishes to the State any and all abutter's rights including access rights appurtenant to Owner's remaining property in and to said rail.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

NUMBER: FB-54-0001

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
\_\_\_\_\_  
William M. Koch  
Professional Land Surveyor  
California No. 8092



11-19-14  
Date

COPY

EXHIBIT "A"  
LEGAL DESCRIPTION

COPY

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

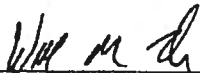
FB-54-0001-3

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 35.00 feet to the south line of that certain parcel of land as described in that Grant Deed to the County of Tulare recorded March 8, 1967 in Book 2701, at Page 191 of Official Records of Tulare County; thence along said south line, North 89°48'56" West, 854.18 feet to the northeasterly line of that parcel as described in Deed to San Francisco and San Joaquin Valley Railroad Company recorded July 21, 1898 in Volume 87, at Page 477 of Official Records of Tulare County; thence along said northeasterly line, South 30°22'52" East, 328.39 feet to the most easterly corner of said railroad parcel; thence along the southeasterly line of said railroad parcel, South 59°37'08" West, 45.45 feet to the **POINT OF BEGINNING**, also being the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 66°20'25" West; thence southeasterly along said curve having a radius of 40960.00 feet, through a central angle of 00°37'23", an arc length of 445.29 feet; thence along a non-tangent line, South 30°29'40" East, 979.39 feet; thence South 59°25'39" West, 6.78 feet to the northeasterly line of State Highway Route 43 as said line is described in Grant Deed to the State of California recorded July 26, 1973 in Volume 3121, at Page 669 of Official Records of Tulare County; thence along said northeasterly line, North 30°22'51" West, 1074.28 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 65°50'55" West; thence along said curve having a radius of 40975.00 feet, through a central angle of 00°29'21", an arc length of 349.87 feet to aforesaid southeasterly line of said railroad parcel; thence along said southeasterly line, North 59°37'08" East, 15.10 feet to the **POINT OF BEGINNING**.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
\_\_\_\_\_  
William M. Koch  
Professional Land Surveyor  
California No. 8092



11-19-14  
Date

EXHIBIT "A"  
LEGAL DESCRIPTION

COPY

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0001-4

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 35.00 feet to the south line of that certain parcel of land as described in that Grant Deed to the County of Tulare recorded March 8, 1967 in Book 2701, at Page 191 of Official Records of Tulare County; thence along said south line, North 89°48'56" West, 854.18 feet to the northeasterly line of that parcel as described in Deed to San Francisco and San Joaquin Valley Railroad Company recorded July 21, 1898 in Volume 87, at Page 477 of Official Records of Tulare County; thence along said northeasterly line, South 30°22'52" East, 328.39 feet to the most easterly corner of said railroad parcel; thence along the southeasterly line of said railroad parcel, South 59°37'08" West, 45.45 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 66°20'25" West; thence southeasterly along said curve having a radius of 40960.00 feet, through a central angle of 00°29'16", an arc length of 348.63 feet to the **POINT OF BEGINNING**; thence North 59°00'17" East, 139.43 feet; thence South 30°29'40" East, 897.79 feet to the east line of said Section 6; thence along said east line, South 00°28'22" West, 305.02 feet to the northeasterly line of State Highway Route 43 as said line is described in Grant Deed to the State of California recorded July 26, 1973 in Volume 3121, at Page 669 of Official Records of Tulare County; thence along said northeasterly line, North 30°22'51" West, 82.64 feet; thence leaving said northeasterly line, North 59°25'39" East, 6.78 feet; thence North 30°29'40" West, 979.39 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 65°43'03" West; thence northwesterly along said curve having a radius of 40960.00 feet, through a central angle of 00°08'07", an arc length of 96.66 feet to the **POINT OF BEGINNING**.

The TCE term will expire no later than six months from the date State has taken legal possession of the property.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.



EXHIBIT "A"  
LEGAL DESCRIPTION

COPY

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0003-1

Being a portion of Sections 5 and 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner said Section 6; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 186.90 feet; thence continuing along said southwesterly right of way line, South 30°22'52" East, 1166.58 feet to the **POINT OF BEGINNING**; thence continuing along said southwesterly right of way line, South 30° 22' 52" East, 2124.86 feet to the centerline of the Tule River; thence along said centerline the following two (2) courses:

- 1) South 88° 26' 46" West, 30.86 feet;
- 2) South 74° 27' 50" West, 22.46 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°14'57" West;

thence northwesterly along said curve having a radius of 41025.00 feet, through a central angle of 00°08'34", an arc length of 102.14 feet; thence along a non-tangent line, South 62°17'02" West, 45.04 feet; thence North 27°38'11" West, 60.00 feet; thence North 62° 21' 49" East, 45.11 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°28'31" West; thence along said curve having a radius of 41025.00 feet, through a central angle of 00°44'14", an arc length of 527.80 feet; thence along a non-tangent line, North 30°25'43" West, 1415.34 feet; thence North 59°25'45" East, 12.49 feet to the **POINT OF BEGINNING**;

**EXCEPTING THEREFROM** an undivided 1/3 interest in and to all oil, gas and minerals on or under said land, as reserved by Susan L. Murray Hanley, a married woman, as her sole and separate property, by Deed recorded January 19, 1982 in Volume 3931, at Page 874 of Official Records of Tulare County.

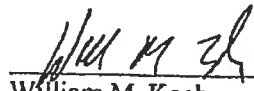
This conveyance is made for the purposes of a rail and the Owner hereby releases and relinquishes to the State any and all abutter's rights including access rights appurtenant to Owner's remaining property in and to said rail.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey,

NUMBER: FB-54-0003

Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
\_\_\_\_\_  
William M. Koch  
Professional Land Surveyor  
California No. 8092



11-19-14  
Date

COPY

EXHIBIT "A"  
LEGAL DESCRIPTION

COPY

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

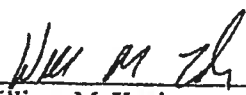
FB-54-0003-2

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner said Section 6; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 34.84 feet to the south line of Avenue 144 as said south line is described in Corporation Grant Deed Easement recorded May 19, 1998 as Document No. 1998-0035279 and Quit Claim Deed recorded December 22, 1999 as Document No. 1999-0094645 of Official Records of Tulare County; thence along said south line, North 89°48'56" West, 12.78 feet to the **POINT OF BEGINNING**; thence leaving said south line, South 34°57'06" West, 20.63 feet; thence South 30°17'18" East, 13.23 feet; thence South 30° 17' 17" East, 1288.41 feet; thence South 42°23'20" East, 15.32 feet; thence North 59°25'45" East, 16.20 feet; thence South 30°25'43" East, 280.46 feet; thence North 42°23'20" West, 305.73 feet; thence North 30°17'18" West, 1343.61 feet to aforesaid south line of Avenue 144; thence along said south line, South 89° 48' 56" East, 72.79 feet to the **POINT OF BEGINNING**.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
William M. Koch  
Professional Land Surveyor  
California No. 8092



11-19-14  
Date

EXHIBIT "A"  
LEGAL DESCRIPTION

COPY

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

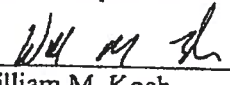
FB-54-0003-3

Being a portion of Sections 5 and 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner said Section 6; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 34.84 feet to the south line of Avenue 144 as said south line is described in Corporation Grant Deed Easement recorded May 19, 1998 as Document No. 1998-0035279 and Quit Claim Deed recorded December 22, 1999 as Document No. 1999-0094645 of Official Records of Tulare County; thence along said south line, North 89°48'56" West, 85.57 feet; thence leaving said south line, South 30°17'18" East, 1301.10 feet to the **POINT OF BEGINNING**; thence continuing along last said course, South 30°17'18" East, 42.51 feet; thence South 42°23'20" East, 305.73 feet; thence South 30°25'43" East, 1134.88 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 63°12'45" West; thence southeasterly along said curve having a radius of 41025.00 feet, through a central angle of 00°44'14", an arc length of 527.80 feet; thence along a non-tangent line, South 62°21'49" West, 45.11 feet; thence South 27°38'11" East, 60.00 feet; thence North 62°17'02" East, 30.04 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°23'30" West; thence northwesterly along said curve having a radius of 41040.00 feet, through a central angle of 00°05'30", an arc length of 65.72 feet; thence along a non-tangent line, South 62°18'00" West, 37.56 feet; thence North 27°12'34" West, 617.05 feet; thence North 30°44'01" West, 1234.20 feet; thence North 41°52'53" West, 221.23 feet to the beginning of a tangent curve, concave easterly; thence northwesterly, northerly and northeasterly along said curve having a radius of 50.00 feet, through 92°41'56", an arc length of 80.90 feet to the **POINT OF BEGINNING**.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
William M. Koch  
Professional Land Surveyor  
California No. 8092



11-19-14  
Date

EXHIBIT "A"  
LEGAL DESCRIPTION

OPY

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

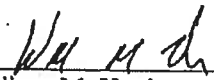
FB-54-0003-4

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner said Section 6; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 186.90 feet; thence continuing along said southwesterly right of way line, South 30°22'52" East, 1043.30 feet to the **POINT OF BEGINNING**; thence continuing along said southwesterly right of way line, South 30° 22' 52" East, 108.28 feet; thence South 59°25'45" West, 31.87 feet; thence North 30°17'17" West, 110.10 feet; thence North 62°42'28" East, 31.74 feet to the **POINT OF BEGINNING**.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
William M. Koch  
Professional Land Surveyor  
California No. 8092



11-19-14  
Date



EXHIBIT "A"  
LEGAL DESCRIPTION

COPY

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0003-5

Being a portion of Section 5, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6 of said Township and Range; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 186.90 feet; thence continuing along said southwesterly right of way line, South 30°22'52" East, 3291.44 feet to the centerline of the Tule River; thence along said centerline the following two (2) courses:

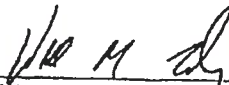
1) South 88°26'46" West, 30.86 feet;

2) South 74°27'50" West, 22.46 feet to the **POINT OF BEGINNING**;

thence continuing along said centerline, South 74°27'50" West, 15.34 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°15'13" West; thence northwesterly along said curve having a radius of 41040.00 feet, through a central angle of 00°08'17", an arc length of 98.90 feet; thence North 62°17'02" East, 15.00 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial bears South 62°23'30" West; thence southeasterly along said curve having a radius of 41025.00 feet, through a central angle of 00°08'34", an arc length of 102.14 feet to the **POINT OF BEGINNING**.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
William M. Koch  
Professional Land Surveyor  
California No. 8092



11-19-14  
Date

EXHIBIT "A" *cont.*

COPY

## LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0003-6

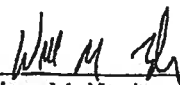
Being a portion of Sections 5 and 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner said Section 6; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 34.84 feet to the south line of Avenue 144 as said south line is described in Corporation Grant Deed Easement recorded May 19, 1998 as Document No. 1998-0035279 and Quit Claim Deed recorded December 22, 1999 as Document No. 1999-0094645 of Official Records of Tulare County; thence along said south line, North 89°48'56" West, 85.57 feet; thence leaving said south line, South 30°17'18" East, 1297.40 feet to the **POINT OF BEGINNING**; thence continuing along last said course, South 30°17'18" East, 3.70 feet to the beginning of a non-tangent curve, concave easterly, to which point a radial line bears North 39°10'56" West; thence southwesterly, southerly and southeasterly along said curve having a radius of 50.00 feet, through a central angle of 92°41'56", an arc length of 80.90 feet; thence South 41°52'53" East, 221.23 feet; thence South 30°44'01" East, 1234.20 feet; thence South 27°12'34" East, 551.27 feet; thence South 62°47'26" West, 50.00 feet; thence North 27°12'34" West, 549.74 feet; thence North 30°44'01" West, 1227.79 feet; thence North 41°52'53" West, 216.35 feet to the beginning of a tangent curve, concave easterly; thence northerly along said curve having a radius of 100.00 feet, through a central angle of 43°24'07", an arc length of 75.75 feet; thence along a non-tangent line, North 59°25'39" East, 77.25 feet to the **POINT OF BEGINNING**.

The TCE term will expire no later than six months from the date State has taken legal possession of the property.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
William M. Koch  
Professional Land Surveyor  
California No. 8092



1/19/15  
Date

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0004-1

Being a portion of Section 5, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6 of said Township and Range; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 186.90 feet; thence continuing along said southwesterly right of way line, South 30°22'52" East, 3291.44 feet to the **POINT OF BEGINNING**, also being the centerline of the Tule River; thence continuing along said southwesterly right of way line, South 30°22'52" East, 2640.03 feet to the south line of said Section 5; thence along said south line, South 89°51'37" West, 200.74; thence North 30°22'59" West, 34.73 feet to a point that is parallel with and 30.00 feet northerly of (measured at right angles) said south line of Section 5; thence along said parallel line, South 89°51'37" West, 40.51 feet to the beginning of a non-tangent curve to the right, to which point a radial line bears South 59°14'12" West; thence northwesterly, along said non-tangent curve having a radius of 54,005.64 feet, through a central angle of 1°32'49", an arc length of 1,458.05 feet to a point of compound curvature; thence along said compound curve, having a radius of 41,140.00 feet, through a central angle of 1°10'52", an arc length of 848.06 feet; thence North 61°57'52" East, 69.57 feet; thence North 27°42'58" West 15.69 feet; thence North 27°38'11" West, 60.00 feet; thence North 62°26'52" East, 35.00 feet to the beginning of a non-tangent curve to the right, to which point a radial line bears South 62°04'11" West; thence northwesterly, along said non-tangent curve, having a radius of 41,035.00 feet, through a central angle of 0°10'56", an arc length of 130.54 feet to said centerline of Tule River; thence along said centerline the following two (2) courses and distances: (1) North 74°27'50" East, 32.69 feet, and (2) North 88°26'46" East, 30.86 feet to the **POINT OF BEGINNING**.

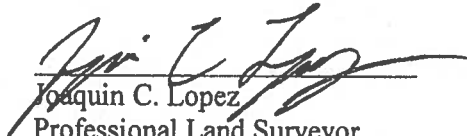
This conveyance is made for the purposes of a rail and the Owner hereby releases and relinquishes to the State any and all abutter's rights including access rights appurtenant to Owner's remaining property in and to said rail.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.



NUMBER: FB-54-0004

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



1/4/17  
Date

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0004-1

Being a portion of Section 5, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6 of said Township and Range; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 186.90 feet; thence continuing along said southwesterly right of way line, South 30°22'52" East, 3291.44 feet to the **POINT OF BEGINNING**, also being the centerline of the Tule River; thence continuing along said southwesterly right of way line, South 30°22'52" East, 2640.03 feet to the south line of said Section 5; thence along said south line, South 89°51'37" West, 200.74; thence North 30°22'59" West, 34.73 feet to a point that is parallel with and 30.00 feet northerly of (measured at right angles) said south line of Section 5; thence along said parallel line, South 89°51'37" West, 40.51 feet to the beginning of a non-tangent curve to the right, to which point a radial line bears South 59°14'12" West; thence northwesterly, along said non-tangent curve having a radius of 54,005.64 feet, through a central angle of 1°32'49", an arc length of 1,458.05 feet to a point of compound curvature; thence along said compound curve, having a radius of 41,140.00 feet, through a central angle of 1°10'52", an arc length of 848.06 feet; thence North 61°57'52" East, 69.57 feet; thence North 27°42'58" West 15.69 feet; thence North 27°38'11" West, 60.00 feet; thence North 62°26'52" East, 35.00 feet to the beginning of a non-tangent curve to the right, to which point a radial line bears South 62°04'11" West; thence northwesterly, along said non-tangent curve, having a radius of 41,035.00 feet, through a central angle of 0°10'56", an arc length of 130.54 feet to said centerline of Tule River; thence along said centerline the following two (2) courses and distances: (1) North 74°27'50" East, 32.69 feet, and (2) North 88°26'46" East, 30.86 feet to the **POINT OF BEGINNING**.

This conveyance is made for the purposes of a rail and the Owner hereby releases and relinquishes to the State any and all abutter's rights including access rights appurtenant to Owner's remaining property in and to said rail.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0004-2

Being a portion of Section 5, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

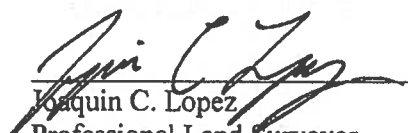
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6 of said Township and Range; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 186.90 feet; thence continuing along said southwesterly right of way line, South 30°22'52" East, 3291.44 feet to the centerline of the Tule River; thence along said centerline the following two (2) courses:

- 1) South 88°26'46" West, 30.86 feet;
- 2) South 74°27'50" West, 32.69 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°15'07" West to the **POINT OF BEGINNING**;

thence southeasterly along said non-tangent curve having a radius of 41035.00 feet, through a central angle of 00°10'56", an arc length of 130.54 feet; thence South 62°26'52" West, 15.00 feet to the beginning of a non-tangent curve concave northeasterly, to which point a radial line bears South 62°04'12" West; thence northeasterly along said non-tangent curve having a radius of 41,050.00 feet, through a central angle of 0°11'12", an arc length of 133.73 feet to said centerline; thence along said centerline, North 74°27'50" East, 15.35 feet to the **POINT OF BEGINNING**.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



1/4/17  
Date

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0004-3

Being a portion of Section 5, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

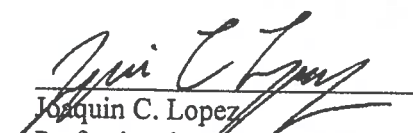
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6 of said Township and Range; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 186.90 feet; thence continuing along said southwesterly right of way line, South 30°22'52" East, 3291.44 feet to the centerline of the Tule River; thence along said centerline the following two (2) courses:

- 1) South 88°26'46" West, 30.86 feet;
- 2) South 74°27'50" West, 48.04 feet to the **POINT OF BEGINNING**, also being the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°15'24" West;

thence southeasterly along said curve having a radius of 41050.00 feet, through a central angle of 00°11'12", an arc length of 133.73 feet; thence South 62°26'52" West, 20.00 feet; thence South 27°38'11" East, 60.00 feet; thence South 27°42'58" East, 15.69 feet; thence South 61°57'52" West 54.57 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 61°57'52" West; thence northwesterly along said curve having a radius of 41125.00 feet, through a central angle of 00°18'53", an arc length of 225.86 feet to aforesaid centerline of Tule River; thence along said centerline, North 74°27'50" East, 76.73 feet to the **POINT OF BEGINNING**.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



1/4/17  
Date

## EXHIBIT "A"

## LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0209-1

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 35.00 feet to the south line of that certain parcel of land as described in that Grant Deed to the County of Tulare, recorded March 8, 1967 in Book 2701, at Page 191 of Official Records of Tulare County; thence along said south line, North 89°48'56" West, 696.34 feet to the beginning of a non-tangent curve, concave southeasterly, to which point, a radial line bears North 52°50'30" West, said point also being the **POINT OF BEGINNING**; thence southerly along said curve having a radius of 28.00 feet, through a central angle of 60°28'35", an arc length of 29.55 feet to a point of compound curvature; thence southeasterly along said compound curve having a radius of 40824.00 feet, through a central angle of 00°04'13", an arc length of 49.96 feet; thence South 66°42'36" West, 36.00 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 66°36'43" West; thence southeasterly along said curve having a radius of 40860.00 feet, through a central angle of 00°26'12", an arc length of 311.45 feet; thence South 66°10'31" West, 115.00 feet to a point on the easterly line of FB-54-0001-2 as described in that Grant Deed to the State of California recorded August 31, 2016 as Document No. 2016-0052166, Official Records, Tulare County, and the beginning of a non-tangent curve, concave northeasterly, to which point, a radial line bears South 66°10'31" West; thence northwesterly along said easterly line and said curve having a radius of 40975.00 feet, through a central angle of 00°09'45", an arc length of 116.38 feet to a point on the southerly line of the parcel of land described in the Grant Deed recorded July 21, 1898 in Book 87 of Official Records at Page 477, Tulare County; thence along said southerly line, North 59°37'08" East, 60.55 feet to the southeast corner of said parcel; thence along the easterly line of said parcel, North 30°22'52" West, 187.77 feet to a point on the southeasterly line of FB-54-0001-1, as described in said Grant Deed to the State of California; thence along said southeasterly line the following four (4) courses and distances: (1) North 66°42'36" East, 12.29 feet, (2) North 23°17'24" West, 86.01 feet, (3) North 00°00'00" West, 24.44 feet, and (4) North 31°14'37" East, 14.91 feet to a point on said south line of that Grant Deed to the County of Tulare; thence South 89°48'56" East, 101.75 feet to the **POINT OF BEGINNING**.

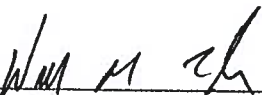
This conveyance is made for the purposes of a rail and the Owner hereby releases and relinquishes to the State any and all abutter's rights including access rights appurtenant to Owner's remaining property in and to said rail.

FINAL

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
\_\_\_\_\_  
William M. Koch  
Professional Land Surveyor  
California No. 8092



3/22/17  
Date

FINAL



## EXHIBIT "A"

## LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0209-2

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

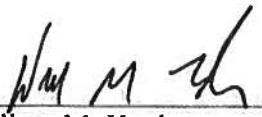
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 1575.11 feet to the **POINT OF BEGINNING**; thence continuing along said east line, South 00°28'22" West, 89.02 feet to a point on the northeasterly line of State Highway Route 43, as said line is described in that Grant Deed to the State of California recorded July 26, 1973 in Volume 3121 at Page 669, Official Records, Tulare County; thence along said northeasterly line, North 30°22'51" West, 1156.92 feet to the southernmost corner of FB-54-0001-2 as described in that Grant Deed to the State of California, Recorded August 31, 2016 as Document No. 2016-0052166, Official Records, Tulare County and the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 65°50'55" West; thence along the southeasterly line of said FB-54-0001-2 and northwesterly, along said curve having a radius of 40975.00 feet, through a central angle of 00°18'56", an arc length of 225.59 feet; thence leaving said southeasterly line, South 33°11'52" East, 706.51 feet; thence South 29°01'35" East, 599.20 feet to the **POINT OF BEGINNING**.

This conveyance is made for the purposes of a rail and the Owner hereby releases and relinquishes to the State any and all abutter's rights including access rights appurtenant to Owner's remaining property in and to said rail.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

## END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
William M. Koch  
Professional Land Surveyor  
California No. 8092



3/22/17  
Date

FINAL

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0209-3

Being a portion of Section 5, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

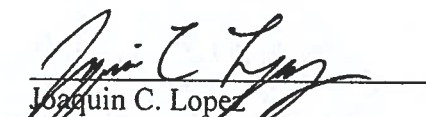
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 1575.11 feet to the **POINT OF BEGINNING**; thence leaving said east line, South 29°01'35" East, 467.62 feet; thence South 30°29'56" East, 522.85 feet; thence South 30°33'35" East, 213.74; thence South 29°55'32" East, 9.37 feet to the south line of the northwest quarter of said Section 6; thence along said south line, North 89°57'38" West, 17.93 feet the northeasterly line of State Highway Route, as said line is described in that Grant Deed to the State of California recorded July 26, 1973 in Volume 3121 at Page 669, Official Records, Tulare County; thence along said northeasterly line, the following three (3) courses: (1) North 32°56'36" West, 19.08 feet to the beginning of a tangent curve, concave northeasterly, (2) northwesterly along said curve having a radius of 19949.43 feet, through a central angle of 02°33'45", an arc length of 892.22 feet, and (3) North 30°22'51" West, 216.97 feet to aforesaid east line; thence along said east line, North 00°28'22" East, 89.02 feet to the **POINT OF BEGINNING**.

This conveyance is made for the purposes of a rail and the Owner hereby releases and relinquishes to the State any and all abutter's rights including access rights appurtenant to Owner's remaining property in and to said rail.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



6/1/17  
Date

FINAL



EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0209-4

Being a portion of Section 4, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

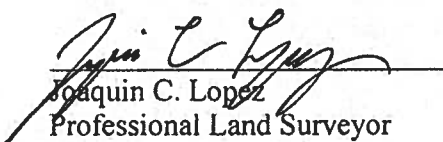
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 1575.11 feet; thence leaving said east line, South 29°01'35" East, 467.62 feet; thence South 30°29'56" East, 522.85 feet; thence South 30°33'35" East, 213.74; thence South 29°55'32" East, 9.37 feet to the south line of the northwest quarter of said Section 6, and being the **POINT OF BEGINNING**; thence continuing South 29°55'32" East, 132.39 feet; thence South 57°21'09" West, 8.07 feet to the northeasterly line of State Highway Route 43, as said line is described in that Grant Deed to the State of California recorded July 26, 1973 in Volume 3121 at Page 669, Official Records, Tulare County; thence along said northeasterly line, North 32°56'36" West, 141.93 feet to aforesaid south line of the northwest quarter; thence along said south line, South 89°57'38" East, 17.93 feet to the **POINT OF BEGINNING**.

This conveyance is made for the purposes of a rail and the Owner hereby releases and relinquishes to the State any and all abutter's rights including access rights appurtenant to Owner's remaining property in and to said rail.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



6/1/17  
Date

FINAL

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0209-5

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

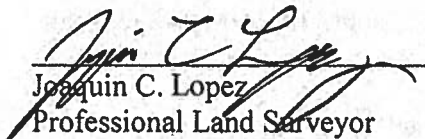
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 35.00 feet to the south line of that certain parcel of land as described in that Grant Deed to the County of Tulare recorded March 8, 1967 in Book 2701, at Page 191 of Official Records of Tulare County; thence along said south line, North 89°48'56" West, 696.34 feet to the beginning of a non-tangent curve, concave southeasterly, to which point a radial line bears North 52°50'30" West; thence southerly along said curve having a radius of 28.00 feet, through a central angle of 60°28'35", an arc length of 29.55 feet to a point of compound curvature; thence southeasterly along said compound curve having a radius of 40824.00 feet, through a central angle of 00°01'19", an arc length of 15.56 feet to the **POINT OF BEGINNING**; thence North 66°34'58" East, 50.00 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 66°39'37" West; thence southeasterly along said curve having a radius of 40774.00 feet, through a central angle of 00°09'16", an arc length of 110.00 feet; thence along a non-tangent line, South 66°34'58" West, 86.00 feet to a point on a non-tangent curve, concave northeasterly, to which point a radial line bears South 66°30'21" West; thence northwesterly along said curve having a radius of 40860.00 feet, through a central angle of 00°06'22", an arc length of 75.68 feet; thence along a non-tangent line, North 66°42'36" East, 36.00 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 66°36'42" West; thence northwesterly along said curve having a radius of 40824.00 feet, through a central angle of 00°02'54", an arc length of 34.40 feet to the **POINT OF BEGINNING**.

The above temporary construction easement will be in force the day the STATE takes legal possession of the property. This easement shall become null and void and the rights to the above described temporary construction easement shall cease and terminate no more than sixty (60) months after the STATE has taken legal possession of the property. Such rights may also be terminated prior to the above date by STATE upon notice to the Grantor.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divid grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



6/1/17  
Date

FINAL

## EXHIBIT "A"

## LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0209-6

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

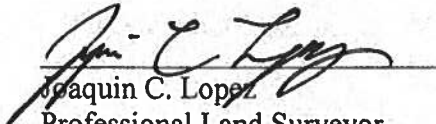
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South  $00^{\circ}28'22''$  West, 35.00 feet to the south line of that certain parcel of land as described in that Grant Deed to the County of Tulare recorded March 8, 1967 in Book 2701, at Page 191 of Official Records of Tulare County; thence along said south line, North  $89^{\circ}48'56''$  West, 696.34 feet to the beginning of a non-tangent curve, concave southeasterly, to which point a radial line bears North  $52^{\circ}50'30''$  West, thence southerly along said curve having a radius of 28.00 feet, through a central angle of  $60^{\circ}28'35''$ , an arc length of 29.55 feet to a point of compound curvature; thence southeasterly along said compound curve having a radius of 40824.00 feet, through a central angle of  $00^{\circ}04'13''$ , an arc length of 49.96 feet; thence along a non-tangent line, South  $66^{\circ}42'36''$  West, 36.00 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South  $66^{\circ}36'43''$  West; thence southeasterly along said curve having a radius of 40860.00 feet, through a central angle of  $00^{\circ}26'12''$ , an arc length of 311.45 feet; thence along a non-tangent line, South  $66^{\circ}10'31''$  West, 18.50 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South  $66^{\circ}10'31''$  West, said point also being the **POINT OF BEGINNING**; thence southeasterly along said curve having a radius of 40878.50 feet, through a central angle of  $00^{\circ}18'31''$ , an arc length of 220.28 feet; thence along a non-tangent line South  $59^{\circ}00'17''$  West, 61.25 feet; thence North  $33^{\circ}11'52''$  West, 130.17 feet to the most southerly corner of FB-54-0001-3 as described in that Grant Deed to the State of California recorded August 31, 2016 as Document No. 2016-0052167, Official Records, Tulare County, and the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South  $66^{\circ}02'10''$  West; thence along the easterly boundary of said FB-54-0001-3 and northwesterly along said curve having a radius of 40960.00 feet, through a central angle of  $00^{\circ}08'21''$ , an arc length of 99.49 feet; thence along a non-tangent line, North  $66^{\circ}10'31''$  East, 81.50 feet to the **POINT OF BEGINNING**.

The above temporary construction easement will be in force the day the STATE takes legal possession of the property. This easement shall become null and void and the rights to the above described temporary construction easement shall cease and terminate no more than sixty (60) months after the STATE has taken legal possession of the property. Such rights may also be terminated prior to the above date by STATE upon notice to the Grantor.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



6/1/17  
Date

FINAL



EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0209-7

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

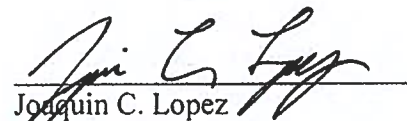
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 1359.12 feet to the **POINT OF BEGINNING**; thence continuing along said east line, South 00°28'22" West, 215.99 feet; thence leaving said east line, North 29°01'35" West, 599.20 feet; thence North 33°11'52" West, 483.50 feet; thence North 59°00'17" East, 118.60 feet; thence South 30°29'40" East, 897.79 feet to the **POINT OF BEGINNING**.

The above temporary construction easement will be in force the day the STATE takes legal possession of the property. This easement shall become null and void and the rights to the above described temporary construction easement shall cease and terminate no more than sixty (60) months after the STATE has taken legal possession of the property. Such rights may also be terminated prior to the above date by STATE upon notice to the Grantor.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



6/1/17  
Date

FINAL

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0209-8

Being a portion of Section 5, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

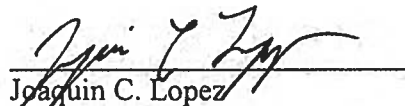
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian; thence along the east line of said Section 6, South 00°28'22" West, 1359.12 feet to the **POINT OF BEGINNING**; thence leaving said east line, South 30°29'40" East, 328.69 feet; thence South 59°25'39" West, 114.82 feet; thence North 29°01'35" West, 143.68 feet to aforesaid east line; thence along said east line, North 00°28'22" East 215.99 feet to the **POINT OF BEGINNING**.

The above temporary construction easement will be in force the day the STATE takes legal possession of the property. This easement shall become null and void and the rights to the above described temporary construction easement shall cease and terminate no more than sixty (60) months after the STATE has taken legal possession of the property. Such rights may also be terminated prior to the above date by STATE upon notice to the Grantor.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



6/1/17  
Date

FINAL

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0208-1

Being a portion of Section 5, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6 of said Township and Range; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 186.90 feet; thence continuing along said southwesterly right of way line, South 30°22'52" East, 3291.44 feet to the centerline of the Tule River; thence along said centerline, also being the southerly line of FB-54-0003-1 as described in that Grant Deed to the State of California recorded on August 31, 2016 as Document No. 2016-0052166, the following two (2) courses:

- 1) South 88°26'46" West, 30.86 feet;
- 2) South 74°27'50" West, 22.46 feet to the southwesterly corner of said FB-54-0003-1, and being the **POINT OF BEGINNING**;

thence continuing along said centerline, South 74°27'50" West, 10.23 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°15'07" West; thence northwesterly along said curve having a radius of 41035.00 feet, through a central angle of 00°08'23", an arc length of 99.99 feet to a point on the westerly line of said FB-54-0003-1; thence along said westerly line, the following two (2) courses:

- 1) North 62°17'02" East, 10.00 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°23'30" West;
- 2) southeasterly along said curve having a radius of 41025.00 feet, through a central angle of 00°08'34", an arc length of 102.14 feet to the **POINT OF BEGINNING**.

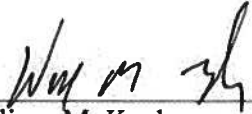
This conveyance is made for the purposes of a rail and the Owner hereby releases and relinquishes to the State any and all abutter's rights including access rights appurtenant to Owner's remaining property in and to said rail.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.



END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
\_\_\_\_\_  
William M. Koch  
Professional Land Surveyor  
California No. 8092



3/20/17  
Date

FINAL

## EXHIBIT "A"

## LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0208-2

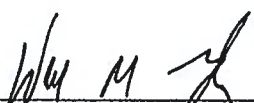
Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner said Section 6; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 14.12 feet to the **POINT OF BEGINNING**; thence continuing along said southwesterly right of way line, South 30°22'59" East, 9.73 feet; thence leaving said southwesterly right of way line, South 37°24'28" West, 11.89 feet to a point on the south line of Avenue 144 as said south line is described in Corporation Grant Deed Easement recorded May 19, 1998 as Document No. 1998-0035279 and Quit Claim Deed recorded December 22, 1999 as Document No. 1999-0094645 of Official Records of Tulare County; thence along said south line, South 89°48'56" East, 72.79 feet to the northwesterly corner of FB-54-0003-2 as described in that Easement Deed to the State of California recorded August 31, 2016 as Document No. 2016-0052167; thence leaving said south line, North 30°17'18" West, 7.88 feet to the beginning of a non-tangent curve, concave southwesterly, to which point a radial line bears North 28°42'29" East; thence northwesterly along said curve having a radius of 28.00 feet, through a central angle of 28°55'30", an arc length of 14.14 feet; thence along a non-tangent line, North 00°13'01" West, 7.00 feet; thence North 89°46'59" East, 92.65 feet to the **POINT OF BEGINNING**.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

## END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
 William M. Koch  
 Professional Land Surveyor  
 California No. 8092



3/20/17  
 Date

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0208-3

Being a portion of Section 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

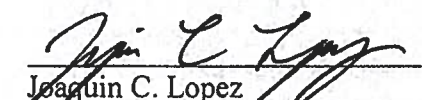
**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner said Section 6; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 186.90 feet; thence continuing along said southwesterly right of way line, South 30°22'52" East, 1029.54 feet to the **POINT OF BEGINNING**; thence continuing along said southwesterly right of way line, South 30°22'52" East, 13.76 feet to the northernmost corner of FB-54-0003-4, as described in that Easement Deed to the State of California recorded August 31, 2016 as Document No. 2016-0052167, Official Records, Tulare County; thence along the northwesterly line of said FB-54-0003-4, South 62°42'28" West, 31.74 feet; thence leaving said northwesterly line, North 30°17'17" West, 15.91 feet; thence North 66°33'49" East, 31.90 feet to the **POINT OF BEGINNING**.

The above temporary construction easement will be in force the day the STATE takes legal possession of the property. This easement shall become null and void and the rights to the above described temporary construction easement shall cease and terminate no more than sixty (60) months after the STATE has taken legal possession of the property. Such rights may also be terminated prior to the above date by STATE upon notice to the Grantor.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



6/1/17  
Date

FINAL

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0208-4

Being a portion of Sections 5 and 6, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner said Section 6; thence along the north line of said Section 6, North 89°48'56" West, 1,223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 34.84 feet to the south line of Avenue 144 as said south line is described in Corporation Grant Deed Easement recorded May 19, 1998 as Document No. 1998-0035279 and Quit Claim Deed recorded December 22, 1999 as Document No. 1999-0094645 of Official Records of Tulare County; thence along said south line, North 89°48'56" West, 85.57 feet to the northwesterly corner of FB-54-0003-2, as described in that Easement Deed to the State of California recorded August 31, 2016 as Document No. 2016-0052167, Official Records, Tulare County; thence along the westerly line of said FB-54-0003-2, South 30°17'18" East, 1274.75 feet to the **POINT OF BEGINNING**; thence continuing along said westerly line, South 30°17'18" East, 26.35 feet to the northernmost point of FB-54-0003-3, as described in said Easement Deed, said point also being the beginning of a non-tangent curve, concave southeasterly and easterly, to which point a radial line bears North 39°10'56" West; thence along the westerly and southerly lines of said FB-54-0003-3 the following five (5) courses and distances:

- 1) southwesterly along said curve having a radius of 50.00 feet, through a central angle of 92°41'56", an arc length of 80.90 feet,
- 2) South 41°52'53" East, 221.23 feet,
- 3) South 30°44'01" East, 1234.20 feet,
- 4) South 27°12'34" East, 617.05 feet, and
- 5) North 62°18'00" East, 27.56 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°18'00" West;

thence southeasterly along said curve having a radius of 41050.00 feet, through a central angle of 00°02'36", an arc length of 31.02 feet to a point on the center line of the Tule River; thence along said center line, South 74°27'50" West, 76.73 feet to the beginning of a non-tangent curve, concave northeasterly to which point a radial line bears South 62°16'45" West; thence northwesterly along said curve having a radius of 41125.00 feet, through a central angle of 00°55'44", an arc length of 666.73 feet; thence along a non-tangent line, North 30°25'43" West, 1340.66 feet; thence North 41°52'53" West, 72.77 feet to the beginning of a tangent curve, concave northeasterly; thence northwesterly along said curve having a radius of 60.00 feet, through a central angle of 49°14'38", an arc length of 51.57 feet; thence along a non-tangent line, North 30°17'18" West, 32.48 feet; thence North 50°16'20" East, 40.32 feet to the **POINT OF BEGINNING**.

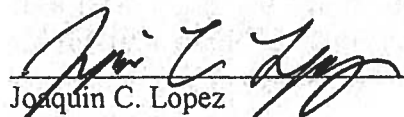


The above temporary construction easement will be in force the day the STATE takes legal possession of the property. This easement shall become null and void and the rights to the above described temporary construction easement shall cease and terminate no more than sixty (60) months after the STATE has taken legal possession of the property. Such rights may also be terminated prior to the above date by STATE upon notice to the Grantor.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.99998403 to obtain ground level distances.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
Joaquin C. Lopez  
Professional Land Surveyor  
California No. 9070



6/1/17  
Date

FINAL

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Tulare, State of California and is described as follows:

FB-54-0208-5

Being a portion of Section 5, Township 22 South, Range 23 East, Mount Diablo Meridian, said portion described as follows:

**COMMENCING** at a 3" Tulare County Brass Cap in concrete, stamped "Tulare County Surveyor", marking the northeast corner of Section 6 of said Township and Range; thence along the north line of said Section 6, North 89°48'56" West, 1223.44 feet to the southwesterly right of way line of the San Francisco and San Joaquin Valley Railroad Company as described in that Deed recorded August 29, 1896 in Volume 75, at Page 629 of Official Records of Tulare County; thence along said southwesterly right of way line, South 30°22'59" East, 186.90 feet; thence continuing along said southwesterly right of way line, South 30°22'52" East, 3291.44 feet to the centerline of the Tule River; thence along said centerline the following two (2) courses:

- 1) South 88°26'46" West, 30.86 feet;
- 2) South 74°27'50" West, 37.80 feet to the southwesterly corner of FB-54-0003-5 as described in that Easement Deed to the State of California recorded August 31, 2016 as Document No. 2016-0052167, Official Records of Tulare County and being the **POINT OF BEGINNING**;

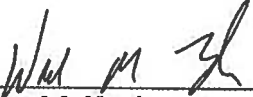
thence continuing along said centerline, South 74°27'50" West, 10.24 feet to the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°15'24" West; thence northwesterly along said curve having a radius of 41050.00 feet, through a central angle of 00°02'36", an arc length of 31.02 feet to a point on the southerly line of FB-54-0003-3, as described in said Easement Deed; thence along said southerly line, North 62°18'00" East, 10.00 feet to a point on the westerly line of said FB-54-0003-5 and the beginning of a non-tangent curve, concave northeasterly, to which point a radial line bears South 62°18'00" West; thence along said westerly line, southeasterly along said curve having a radius of 41040.00 feet, through a central angle of 00°02'47", an arc length of 33.18 feet to the **POINT OF BEGINNING**.

Bearings and distances are based on the California Coordinate System of 1983, Zone 4, as shown on Record of Survey, Book 24, Pages 8-9, Kings County Records and on Record of Survey, Book 31, Pages 34-35, Tulare County Records. Distances are U.S. Survey Feet. Multiply grid distances shown hereinabove by 1.00001597 to obtain ground level distances.

FINAL

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

  
\_\_\_\_\_  
William M. Koch  
Professional Land Surveyor  
California No. 8092



3/20/17  
Date

FINAL



# **EXHIBIT B1**

## **Vicinity Map**

**Avenue 144/Tule Avenue Underpass**

**Dragados Flatiron Joint Venture**

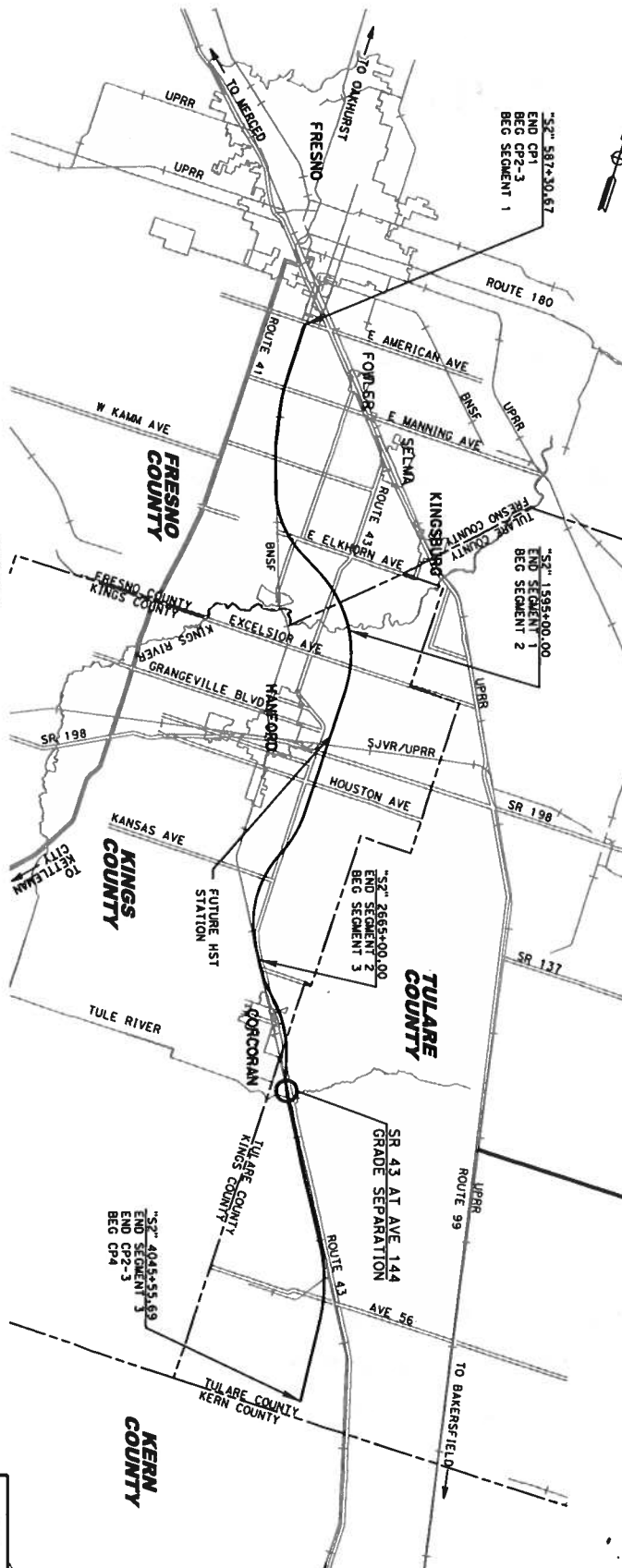
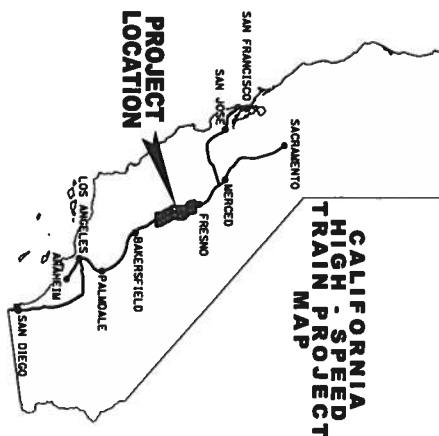
**1775 Park Street Suite 75**

**Selma, CA 93662**



CALIFORNIA  
HIGH-SPEED RAIL AUTHORITY

# CALIFORNIA HIGH-SPEED TRAIN PROJECT SIERRA SUBDIVISION SEGMENT 3 / CONSTRUCTION PACKAGE 2-3 SR 43



DATE: 05/04/2018



PROJECT LOCATION MAP

DRAGADOS

FLATIRON

CONTRACT NO. HSR13-67



# **EXHIBIT C1**

## **Location Map**

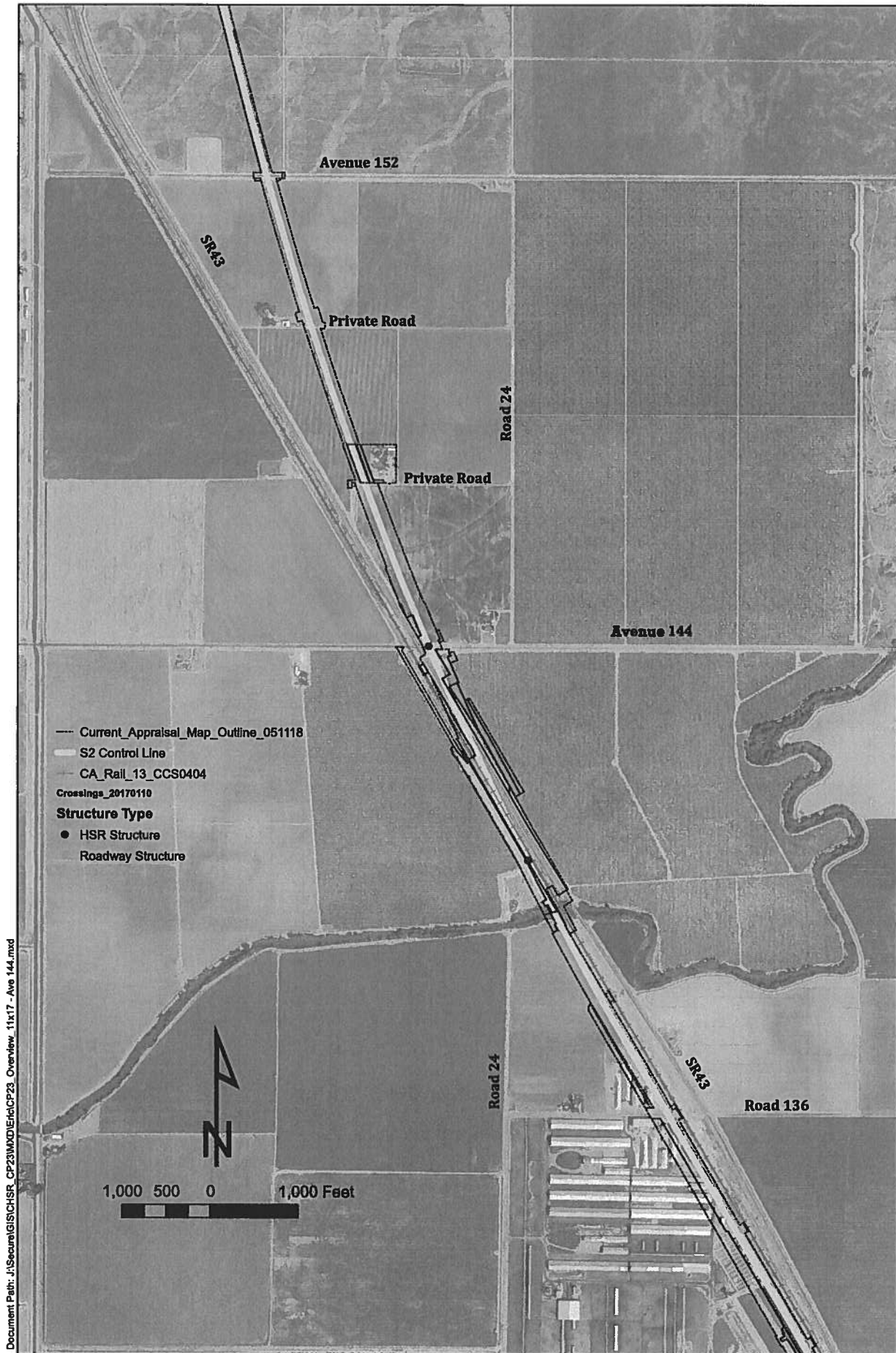
**Avenue 144/Tule Avenue Underpass**

**Dragados Flatiron Joint Venture**

**1775 Park Street Suite 75**

**Selma, CA 93662**

Avenue 144



# **EXHIBIT D1**

## **Structural Drawings**

### **Avenue 144/Tule Avenue Underpass**

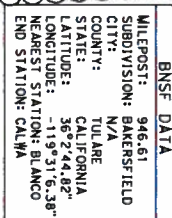
**Dragados Flatiron Joint Venture**

**1775 Park Street Suite 75**

**Selma, CA 93662**



1695'-0<sup>1</sup>/<sub>4</sub>" PERGOLA STRUCTURE



\* MEASURED PERPENDICULAR TO BENTS 14W THRU 30E

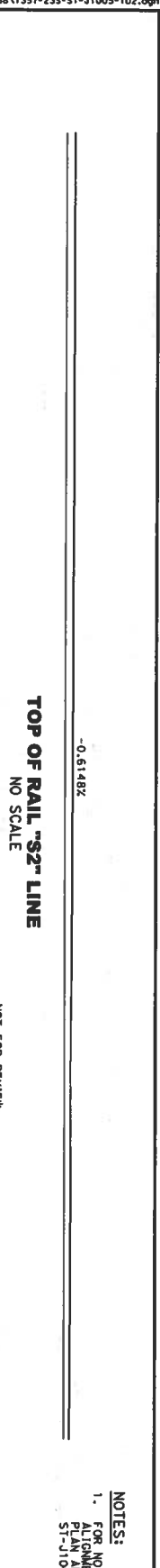
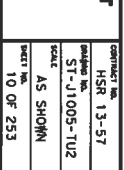


**FB - CONSTRUCTION PACKAGE 2-3**

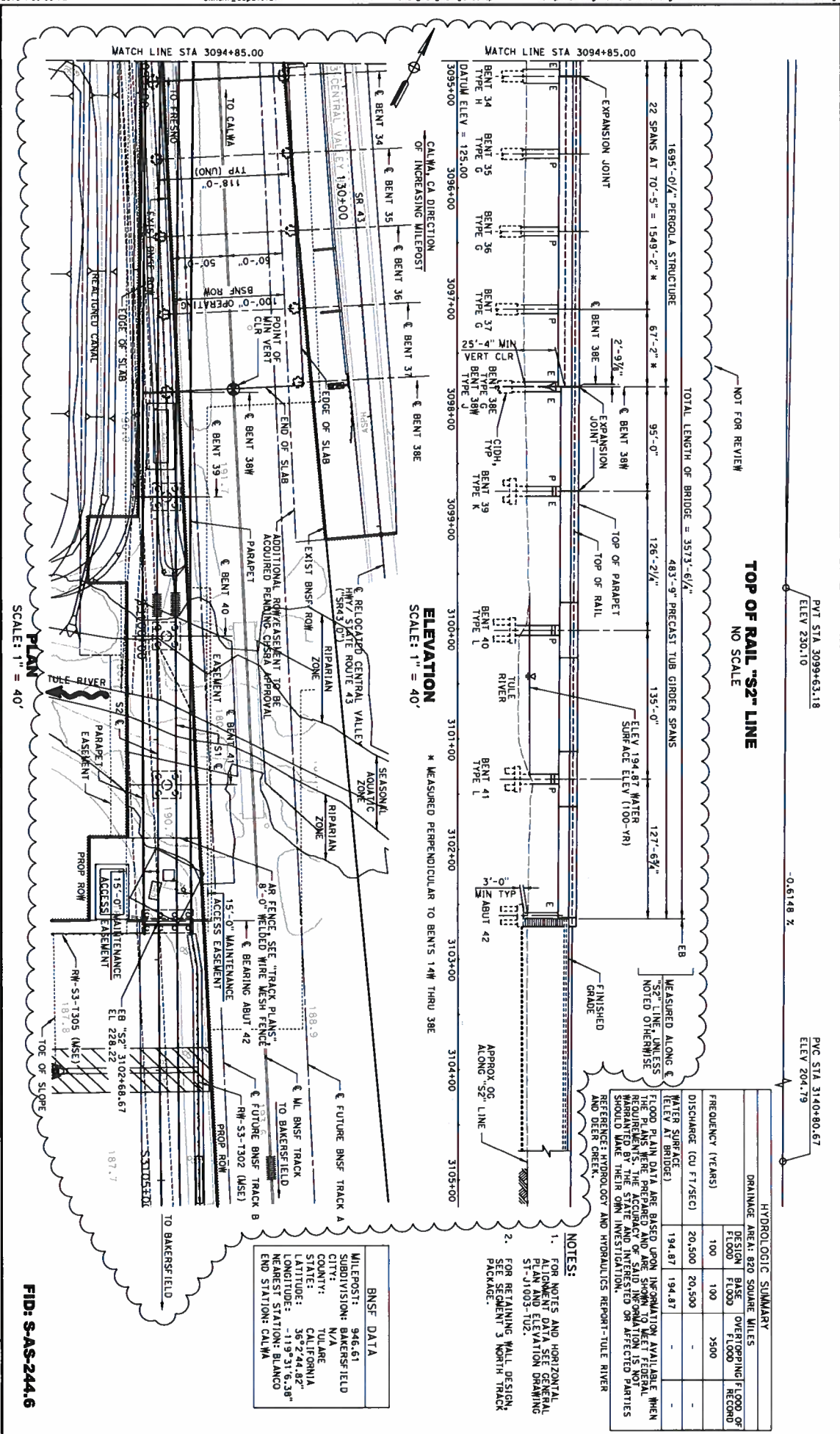
SR43/BNSF/TULE RIVER VIADUCT  
GENERAL PLAN AND ELEVATION  
SHEET 2 OF 9

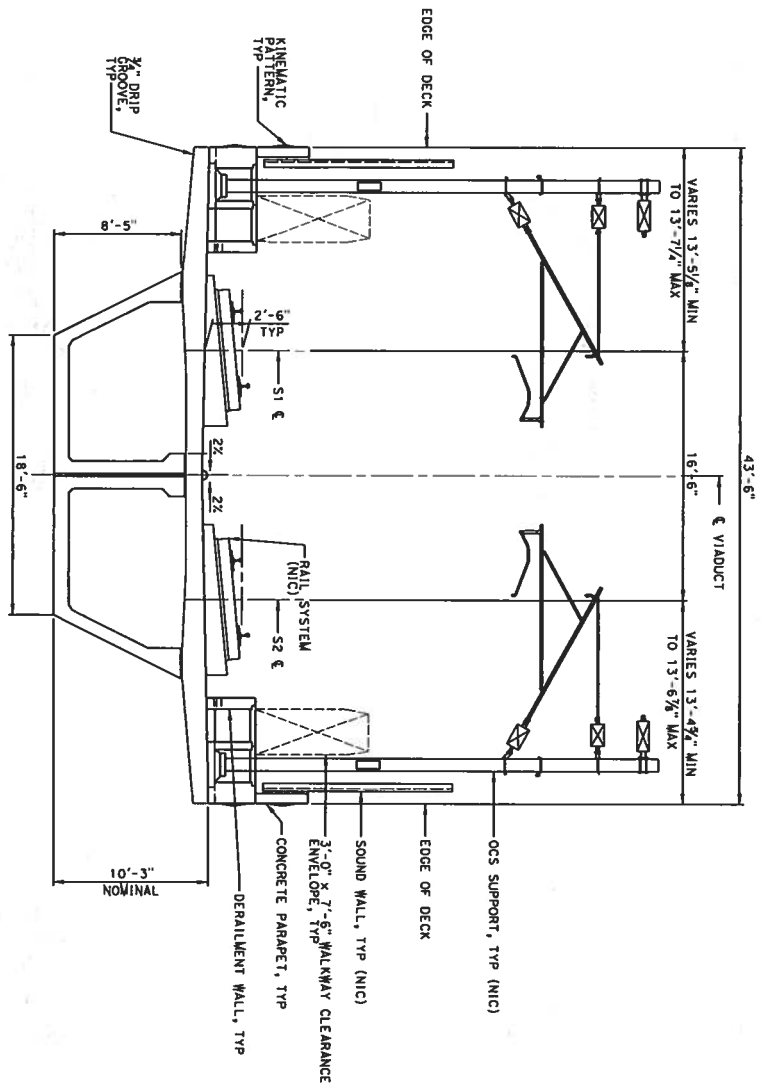
|   |  |  |  |   |  |
|---|--|--|--|---|--|
| <br><b>CALIFORNIA</b><br>HIGH-SPEED RAIL AUTHORITY |  | <br><b>DRAGADOS</b><br><b>FLATORION</b> |  | <br><b>CALIFORNIA</b><br>HIGH-SPEED RAIL AUTHORITY |  |
| <b>CALIFORNIA HIGH-SPEED TRAIN PROJECT</b><br><b>FB - CONSTRUCTION PACKAGE 2-3</b>  |  | <b>SR43/BNSF /TULE RIVER VIADUCT</b><br><b>GENERAL PLAN AND ELEVATION</b><br><b>SHEET 2 OF 9</b>                         |  | <b>CONTRACT NO.</b><br>HSR 1.3-57<br><b>ISSUED NO.</b><br>57-01004-TU2<br><b>SCALE</b><br>AS SHOWN<br><b>SHEET NO.</b><br>OF 253      |  |





|                  |               |
|------------------|---------------|
| MILEPOST:        | 946.61        |
| SUBDIVISION:     | BAKERSFIELD   |
| CITY:            | N/A           |
| COUNTY:          | TULARE        |
| STATE:           | CALIFORNIA    |
| LATITUDE:        | 36°2'44.82"   |
| LONGITUDE:       | -119°31'6.38" |
| NEAREST STATION: | BLANCO        |
| END STATION:     | CALWA         |





**NOTES:**

1. THE FOLLOWING ITEMS ARE FOR ILLUSTRATION ONLY AND ARE NOT IN CONTRACT (NIC): OS FOLDS, CABLE TROUSERS, PRECAST TIEBERS, SOUND WALLS AND NON-BALLASTED RAIL STIESEL.
2. NOMINAL DIMENSION INCLUDES MINIMUM 1" HAUNCH OVERALL DIMENSION WILL VARY DEPENDING ON CAMBER AND DECK SLOPE. SEE DRAWINGS ST-5122-TU2 AND ST-5123-TU2 FOR CAMBER.

**FID: S-AS-244.6**

**CALIFORNIA HIGH-SPEED TRAIN PROJECT  
FB - CONSTRUCTION PACKAGE 2-3**

SR43/BNSF/TULE RIVER VIADUCT  
GENERAL PLAN AND ELEVATION  
SHEET 5 OF 9

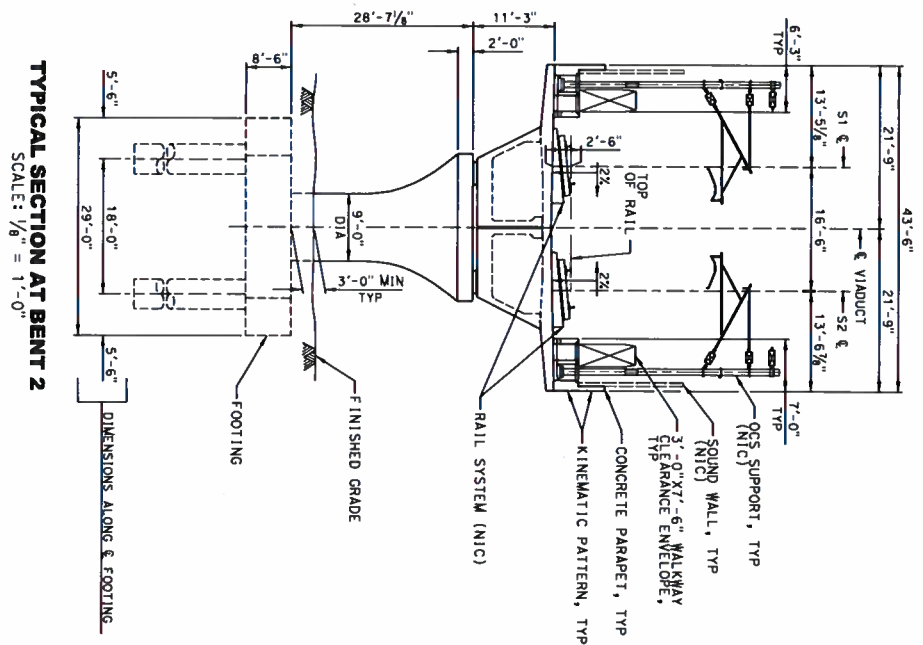
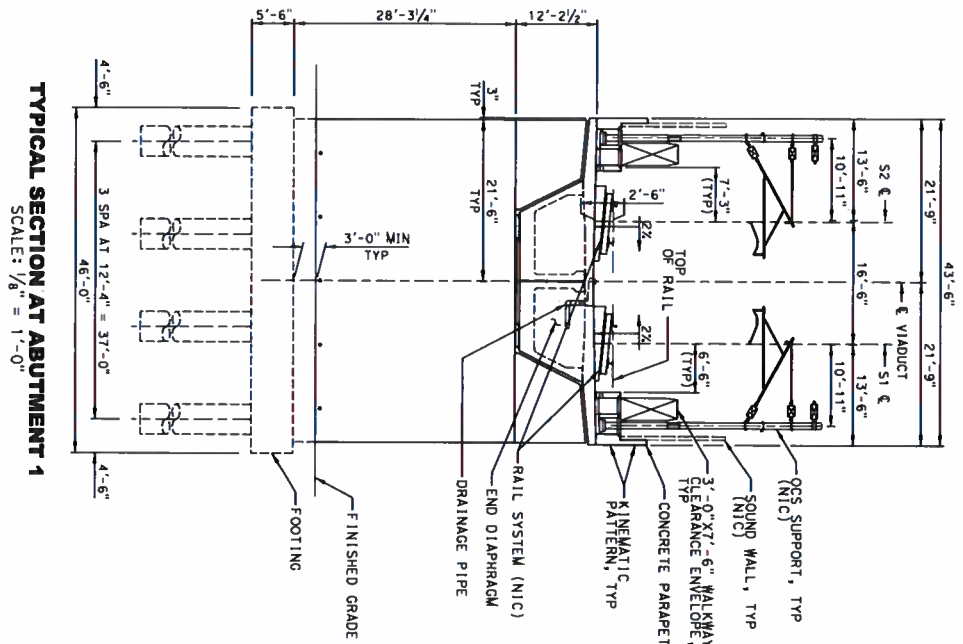


CALIFORNIA  
HIGH-SPEED RAIL AUTHORITY

|                         |                       |                         |                         |
|-------------------------|-----------------------|-------------------------|-------------------------|
| ORDERED BY<br>A. KIMBLE | ORDERED BY<br>W. YEHR | ORDERED BY<br>L. CRONIN | ORDERED BY<br>R. TREYTT |
|                         |                       |                         | DATE<br>09/21/2018      |

[illegible]

|              |              |
|--------------|--------------|
| CONTRACT NO. | HSR 13-57    |
| ORIGIN NO.   | ST-J1007-TU2 |
| SCALE        | AS SHOWN     |
| SHEET NO.    | 12 OF 253    |

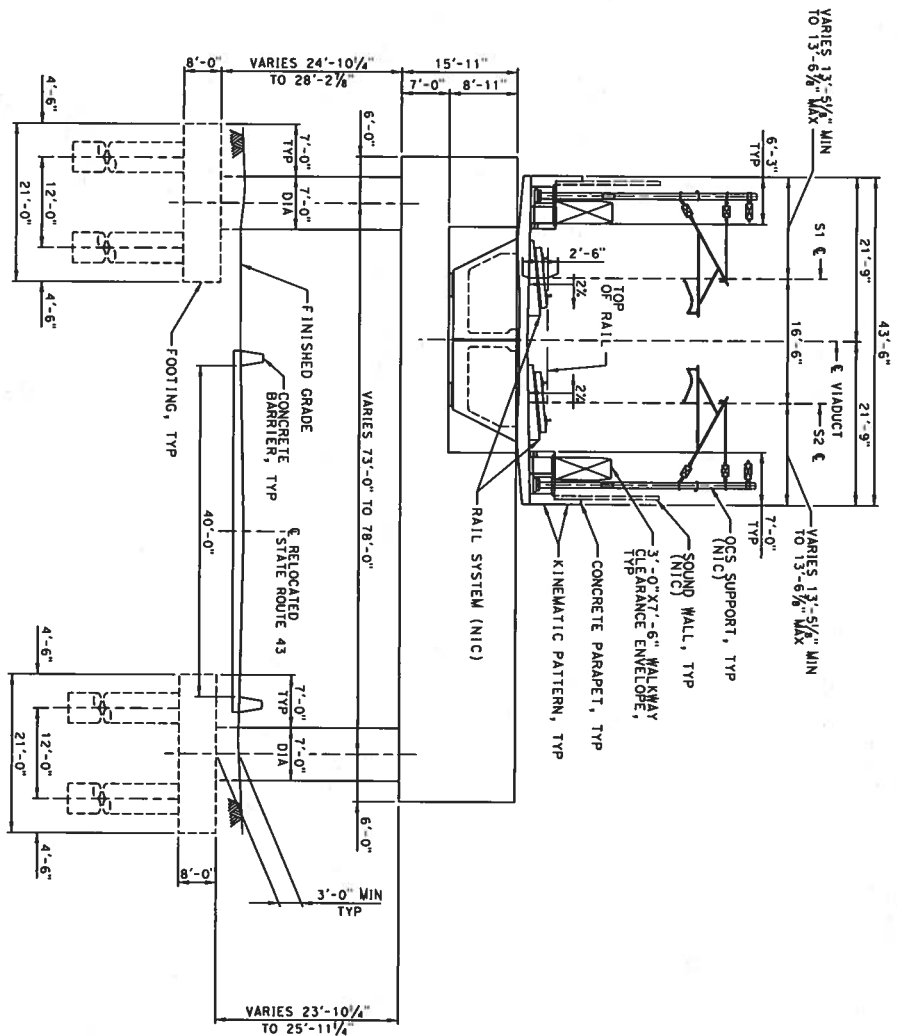


**NOTES:**  
1. THE FOLLOWING ITEMS ARE FOR ILLUSTRATION ONLY AND ARE NOT IN CONTRACT (NIC): OCS POLES, CABLE THROUGH, PRECAST COVERS, SOUND WALLS AND NON-BALLASTED RAIL SYSTEM.

|            |    |     |     |             |            |           |            |  |           |              |
|------------|----|-----|-----|-------------|------------|-----------|------------|--|-----------|--------------|
| DATE       | BY | CHK | APP | DESIGNED BY | CHECKED BY | IN CHARGE | DATE       | PROJECT  | SHEET NO. | TOTAL SHEETS |
| 09/21/2018 |    |     |     | A. KIMBLE   | A. KIMBLE  | A. KIMBLE | 09/21/2018 | DRAGADOS FLATIRON CALIFORNIA HIGH-SPEED RAIL AUTHORITY | 13 OF 253 | 13 OF 253    |

**CALIFORNIA HIGH-SPEED TRAIN PROJECT**  
**FB - CONSTRUCTION PACKAGE 2-3**  
SR43/BNSF/TULE RIVER VIADUCT  
GENERAL PLAN AND ELEVATION  
SHEET 6 OF 9

**FID: S-AS-244.6**



**TYPICAL SECTION AT BENTS 3, 4, 5, 9, 10 AND 11**  
SCALE: 1/8" = 1'-0"

**NOTES:**

1. THE FOLLOWING ITEMS ARE FOR ILLUSTRATION ONLY AND ARE NOT IN CONTRACT (NIC): OCS POLES, CABLE TROUBHS, PRECAST COVERS, SOUND WALLS AND NON-BALLASTED RAIL SYSTEM.

**FID: S-A\$-244.6**

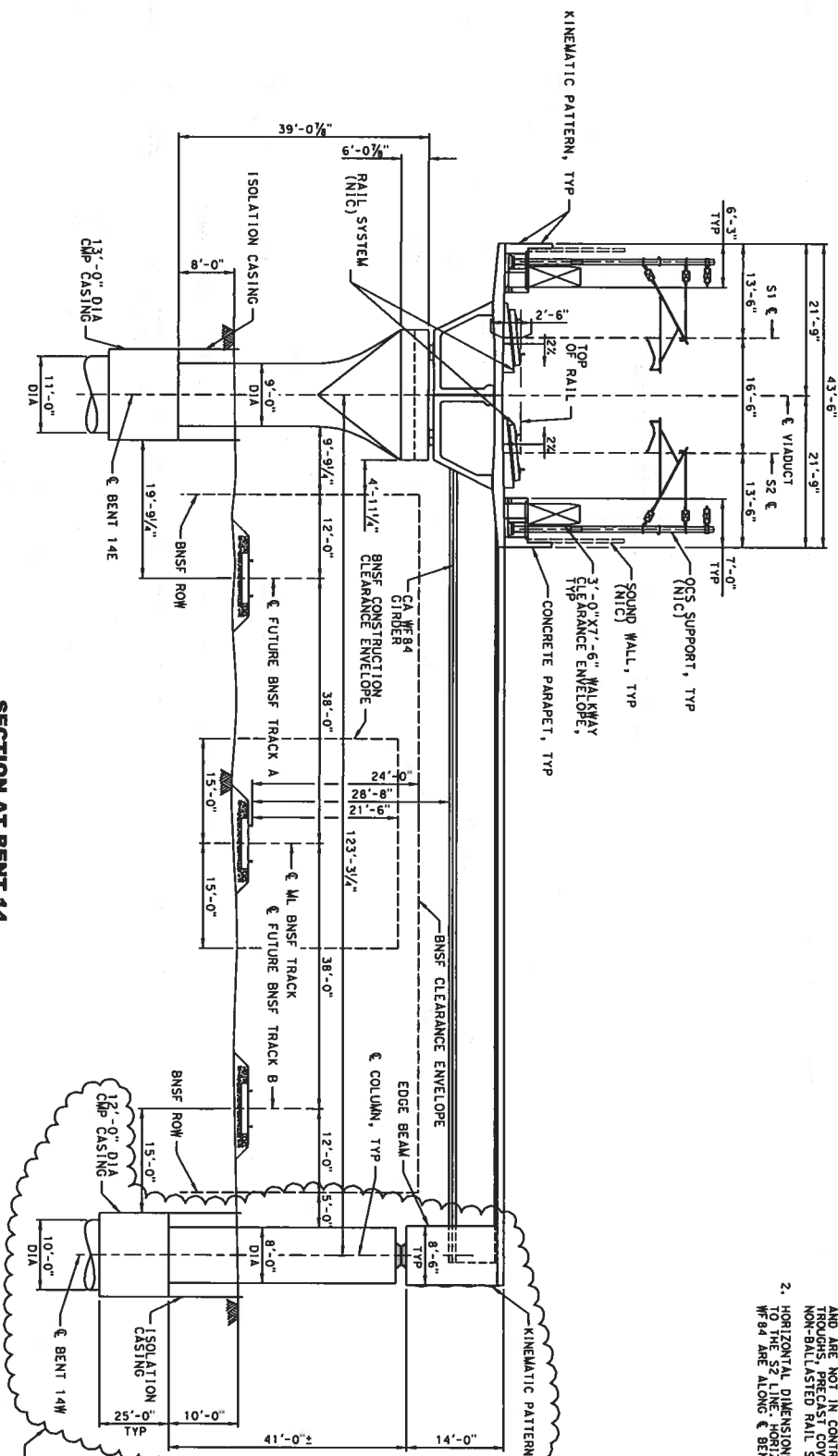
**CALIFORNIA HIGH-SPEED TRAIN PROJECT  
FB - CONSTRUCTION PACKAGE 2-3**

SR43/BNSF/TULE RIVER VIADUCT  
GENERAL PLAN AND ELEVATION  
SHEET 7 OF 9

|              |              |
|--------------|--------------|
| CONTRACT NO. | HSR 13-57    |
| Drawings No. | ST-J1009-TU2 |
| SCALE        | AS SHOWN     |
| SHEET NO.    | 14 OF 253    |







NOTES:

1. THE FOLLOWING ITEMS ARE FOR ILLUSTRATION ONLY AND ARE NOT IN CONTRACT (NICE) CCS POLES, CABLE TROUGH, PRECAST COVERS, SOUND WALLS AND NON-BALLAST RAIL SYSTEM.
2. HORIZONTAL DIMENSIONS ABOVE THE W84 ARE MODAL TO THE S2 LINE. HORIZONTAL DIMENSIONS BELOW THE W84 ARE ALONG & BENT 14th.

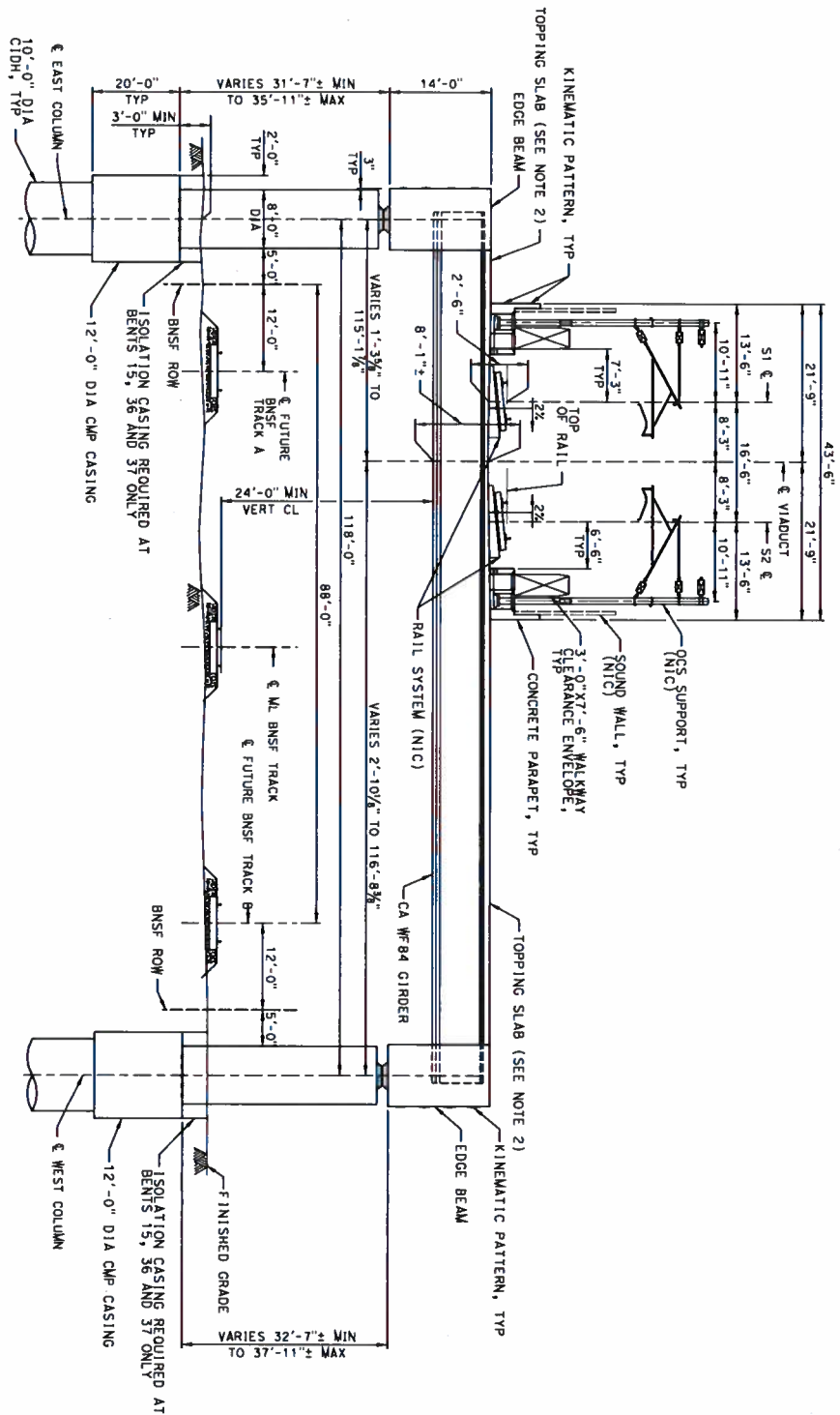
**FID: S-A\$-244.6**

**CALIFORNIA HIGH-SPEED TRAIN PROJECT  
FB - CONSTRUCTION PACKAGE 2-3**

SR43/BNSF/TULE RIVER VIADUCT  
GENERAL PLAN AND ELEVATION  
SHEET 9 OF 9

|              |            |
|--------------|------------|
| CONTRACT NO. | MSR 13-5   |
| DRAWING NO.  | ST-J1011-1 |
| SCALE        | AS SHOWN   |
| SHEET NO.    | 16 OF 253  |





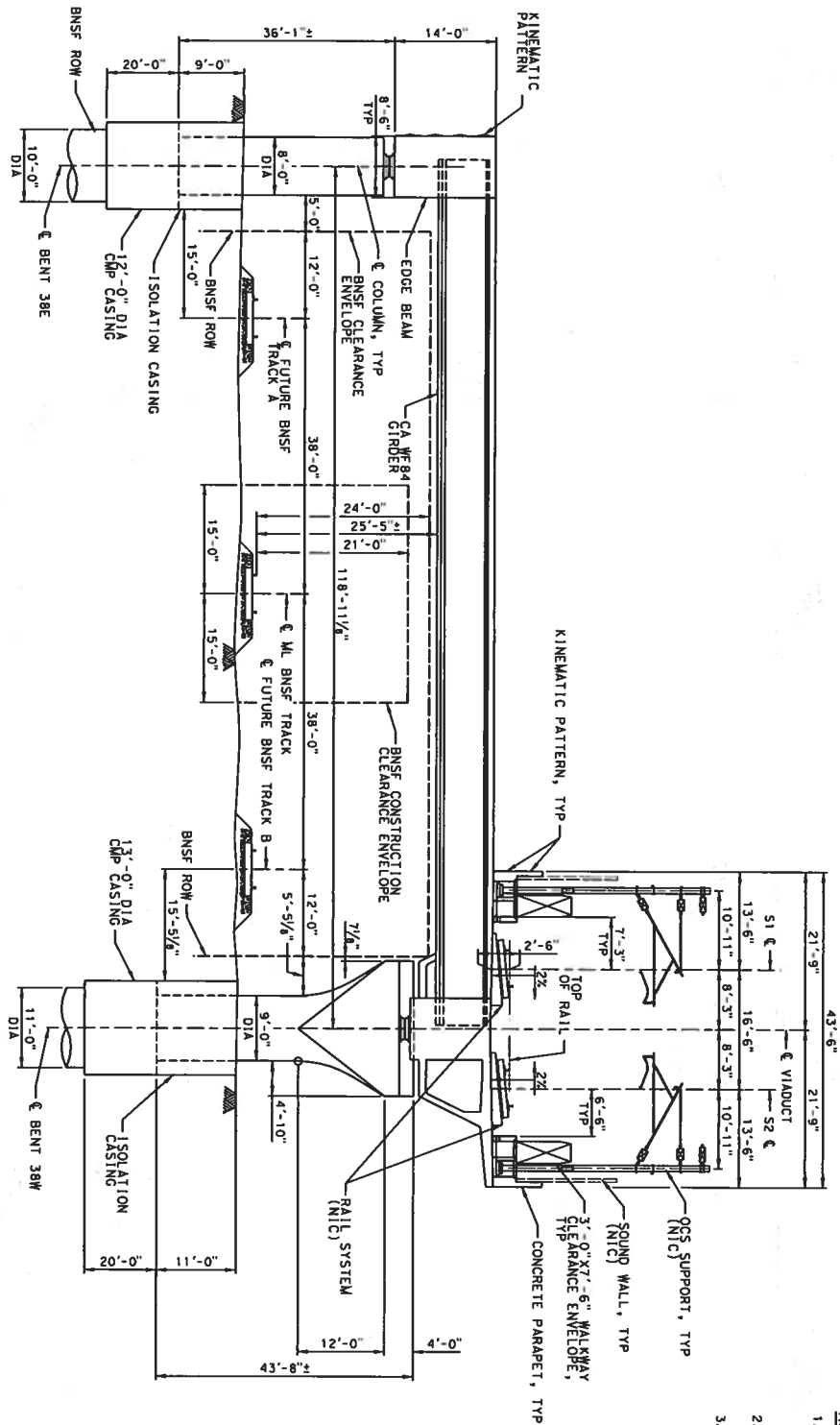
TYPICAL SECTION AT BENTS 15 THRU 37  
SCALE: 1/8" = 1'-0"

NOTES:

1. THE FOLLOWING ITEMS ARE FOR ILLUSTRATION ONLY AND ARE NOT IN CONTRACT (NIC): OCS POLES, CABLE, SOUND WALLS, AND NON-BALASTED RAIL SYSTEM.
2. TOPPING SLAB IS ONLY REQUIRED IN SPANS ADJACENT TO EXPANSION JOINTS. SEE DRAWING ST-J5032-TU1 FOR TOPPING SLAB LOCATIONS.
3. PROVIDE MINIMUM 3 FT COVER OVER CIDH WHERE NO ISOLATION CASING IS REQUIRED.
4. SEE DRAWING ST-J5031-TU1 FOR ISOLATION CASING DETAILS.
5. HORIZONTAL DIMENSIONS ABOVE THE W84 ARE NORMAL TO THE SPAN. HORIZONTAL DIMENSIONS BELOW THE W84 ARE ALONG THE BENT.

|     |      |    |     |     |             |                          |                            |                        |                    |              |                      |   |  |   |
|-----|------|----|-----|-----|-------------|--------------------------|----------------------------|------------------------|--------------------|--------------|----------------------|---|--|---|
| REV | DATE | BY | CHK | APP | DESCRIPTION | DESIGNED BY<br>A. KIMBLE | CHECKED BY<br>J. L. KIMBLE | IN CHARGE<br>M. CROBIN | DATE<br>06/15/2018 | CONSTRUCTION | DRAGADOS<br>FLATIRON | CALIFORNIA<br>HIGH-SPEED RAIL AUTHORITY | CALIFORNIA HIGH-SPEED TRAIN PROJECT<br>FB - CONSTRUCTION PACKAGE 2.3<br>SR43/BNSF/TULE RIVER VIADUCT<br>GENERAL PLAN AND ELEVATION<br>SHEET 6 OF 9 | CONTRACT NO.<br>HSR 13-57<br>DRAWING NO.<br>ST-J1008-TU1<br>SCALE<br>AS SHOWN<br>SHEET NO.<br>13 OF 302 |
|-----|------|----|-----|-----|-------------|--------------------------|----------------------------|------------------------|--------------------|--------------|----------------------|---|--|---|

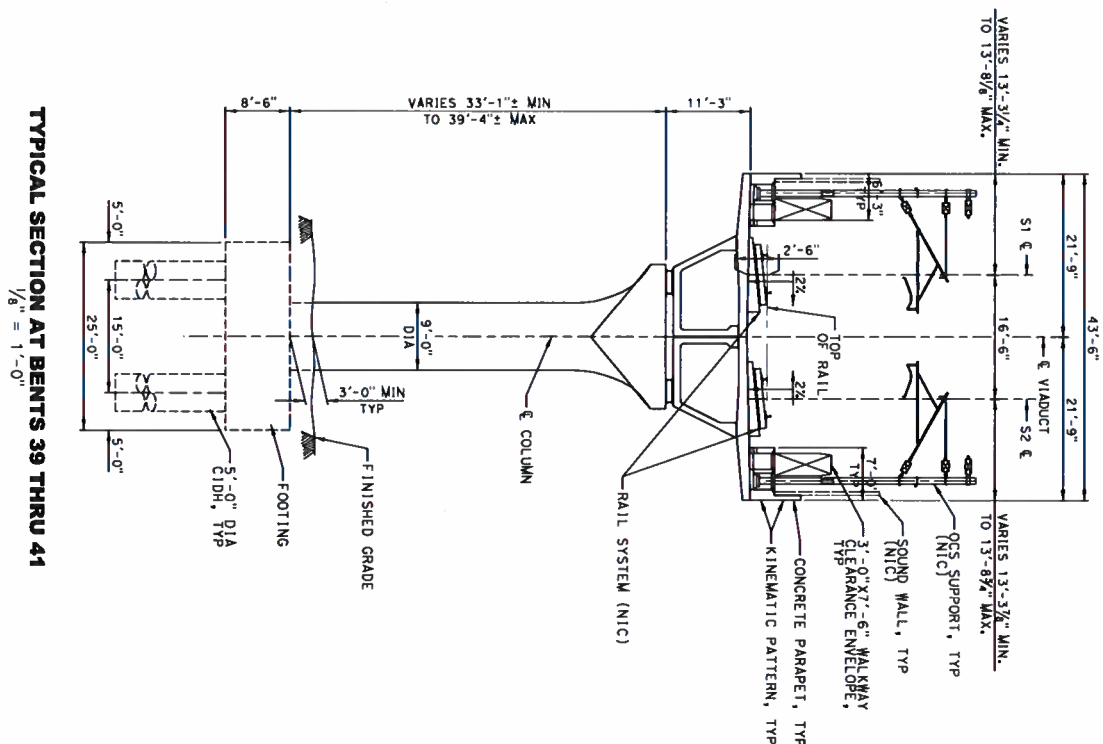
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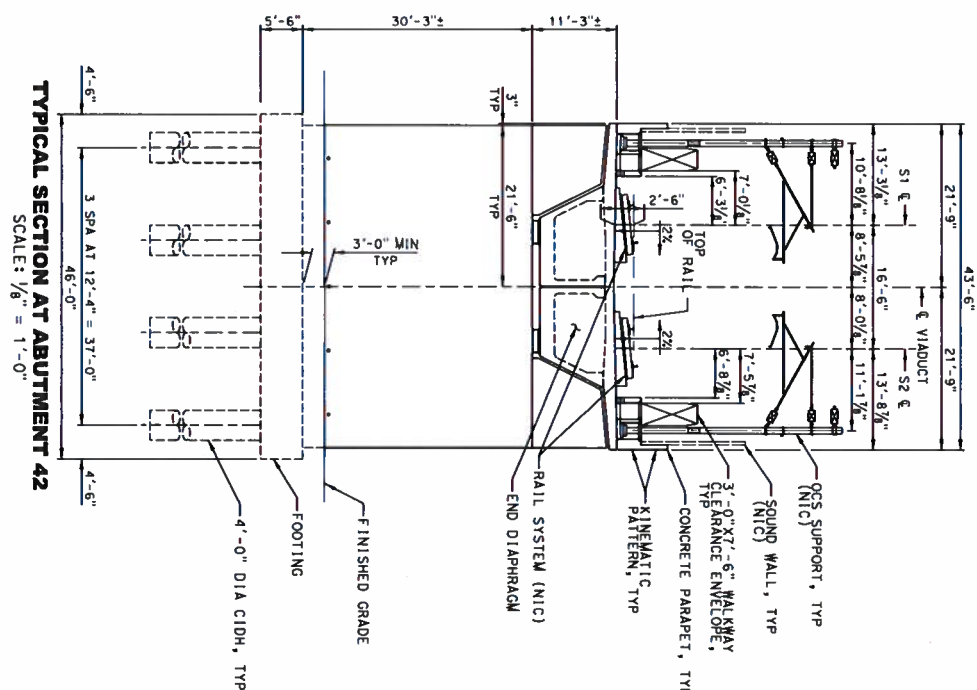
TYPICAL SECTION AT BENT 38  
SCALE: 1/8" = 1'-0"

- NOTES:
1. THE FOLLOWING ITEMS ARE FOR ILLUSTRATION ONLY. THE FOLLOWING ITEMS ARE NOT TO BE CONSIDERED: TROUGHS, PRECAST COVERS, SOUND WALLS AND NON-BALASTED RAIL SYSTEM.
  2. SEE DRAWING ST-45031-TUI FOR ISOLATION CASING DETAILS.
  3. HORIZONTAL DIMENSIONS ABOVE THE #84 ARE NORMAL TO THE S2 LINE. HORIZONTAL DIMENSIONS BELOW THE #84 ARE ALONG & BENT 38E.

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**TYPICAL SECTION AT BENTS 39 THRU 41**



**TYPICAL SECTION AT ABUTMENT 42**  
SCALE: 1/4" = 1'-0"

SCALE:  $\frac{1}{8}" = 1'-0"$

## NOTES:

1. THE FOLLOWING ITEMS ARE FOR ILLUSTRATION ONLY AND ARE NOT IN CONTRACT (NIC): OCS POLES, CABLE TROUGHS, PRECAST COVERS, SOUND WALLS AND NON-BALASTED RAIL SYSTEM.

|      |     |      |    |      |      |             |   |
|------|-----|------|----|------|------|-------------|---|
| DATE | REV | DATE | BY | CHKD | APPD | DESCRIPTION | <div>  <p><b>CALIFORNIA</b><br/>HIGH-SPEED RAIL AUTHORITY</p> </div> <div>  <p><b>DRAGADOS</b><br/>FLATORION</p> </div> <div>  <p><b>CALIFORNIA HIGH-SPEED TRAIN PROJECT<br/>FB - CONSTRUCTION PACKAGE 2-3</b></p> <p>SR43/BNSF TULE RIVER VIADUCT<br/>GENERAL PLAN AND ELEVATION<br/>SHEET 8 OF 9</p> </div> |
| DATE | REV | DATE | BY | CHKD | APPD | DESCRIPTION | <div>  <p><b>CALIFORNIA</b><br/>HIGH-SPEED RAIL AUTHORITY</p> </div> <div>  <p><b>DRAGADOS</b><br/>FLATORION</p> </div> <div>  <p><b>CALIFORNIA HIGH-SPEED TRAIN PROJECT<br/>FB - CONSTRUCTION PACKAGE 2-3</b></p> <p>SR43/BNSF TULE RIVER VIADUCT<br/>GENERAL PLAN AND ELEVATION<br/>SHEET 8 OF 9</p> </div> |

# **EXHIBIT E1**

## **Profile Plan Drawings**

### **Avenue 144/Tule Avenue Underpass**

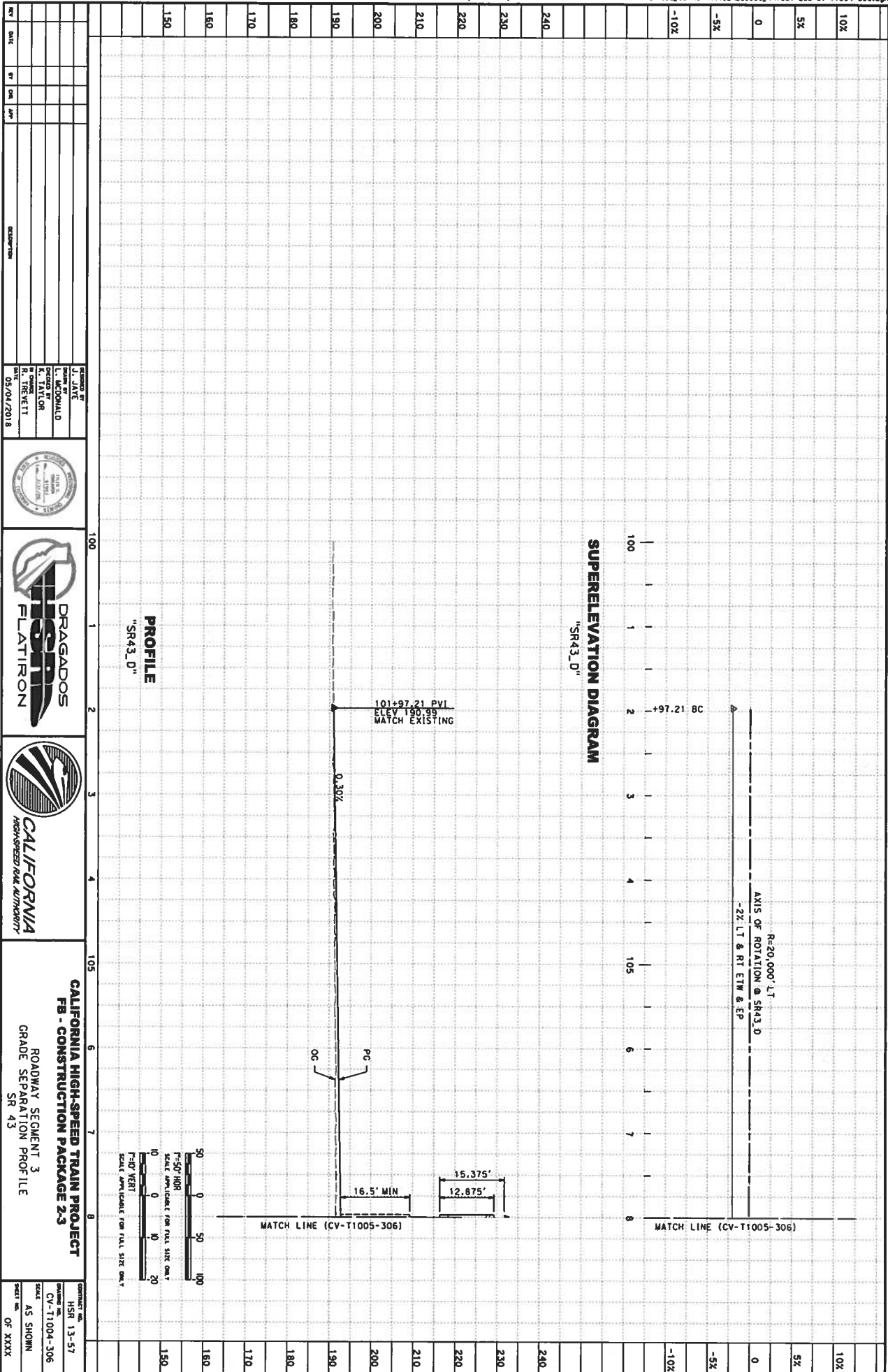
**Dragados Flatiron Joint Venture**

**1775 Park Street Suite 75**

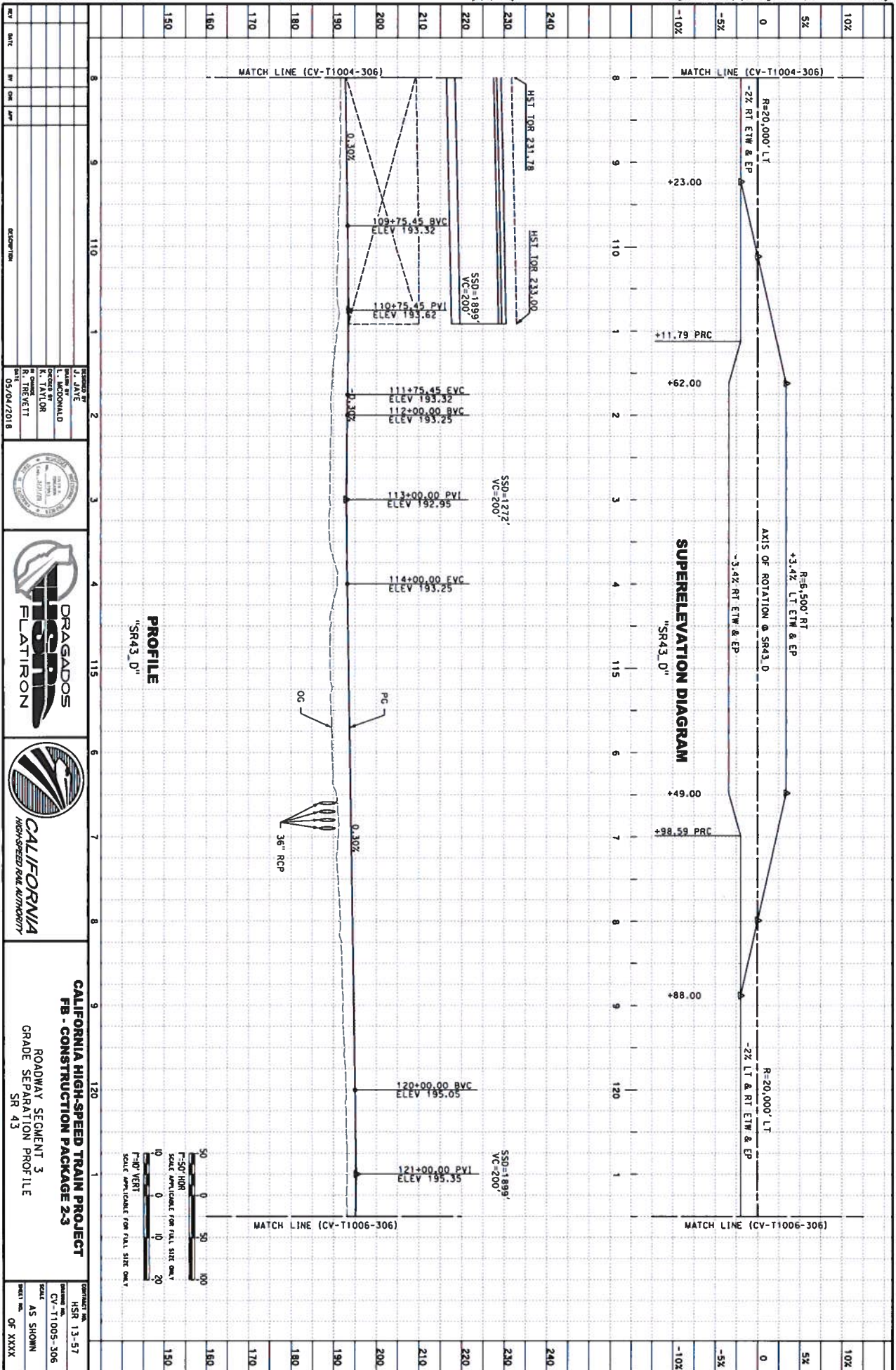
**Selma, CA 93662**

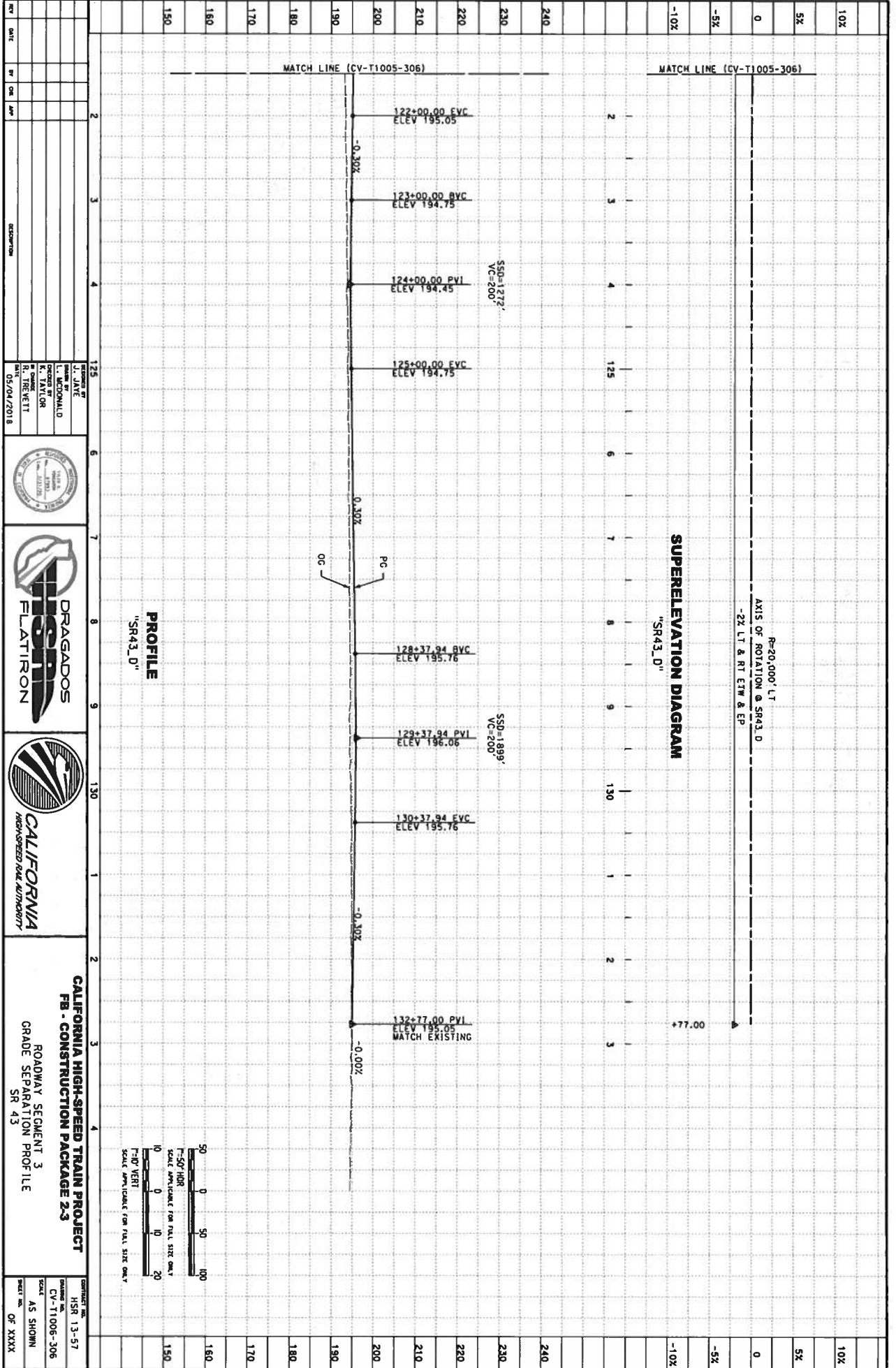
|              |            |
|--------------|------------|
| CONTRACT NO. | HSR 13-57  |
| DRAWING NO.  | CV-B0200-3 |
| SCALE        | AS SHOWN   |
| SHEET NO.    | OF XXXX    |











DESIGNED BY  
L. JAYE  
CHECKED BY  
K. TAYLOR  
IN CHARGE  
R. FRETTE  
05/04/2018



CALIFORNIA HIGH-SPEED TRAIN PROJECT  
FB - CONSTRUCTION PACKAGE 2-3  
ROADWAY SEGMENT 3  
GRADE SEPARATION PROFILE  
SR 43

CONTRACT NO.  
HSR 13-57  
DRAWING NO.  
CV-T1006-306  
SCALE  
AS SHOWN  
SHEET NO.  
OF XXXX



| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |

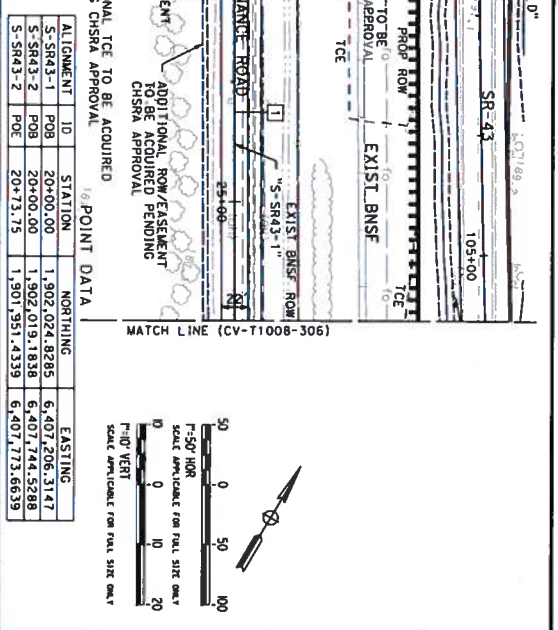
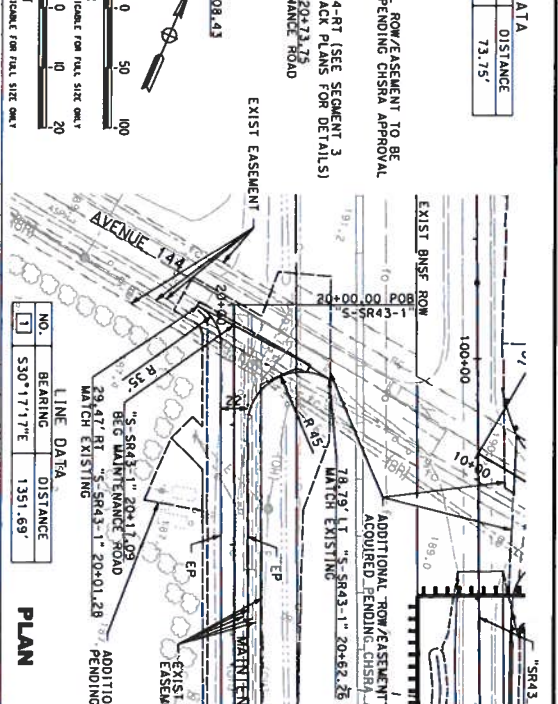
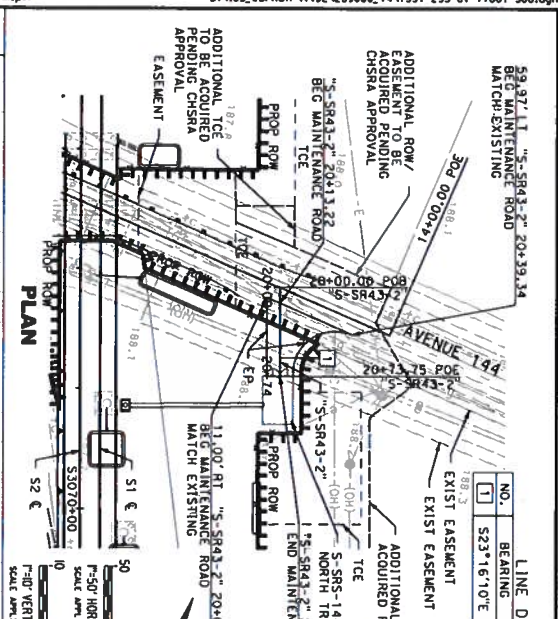
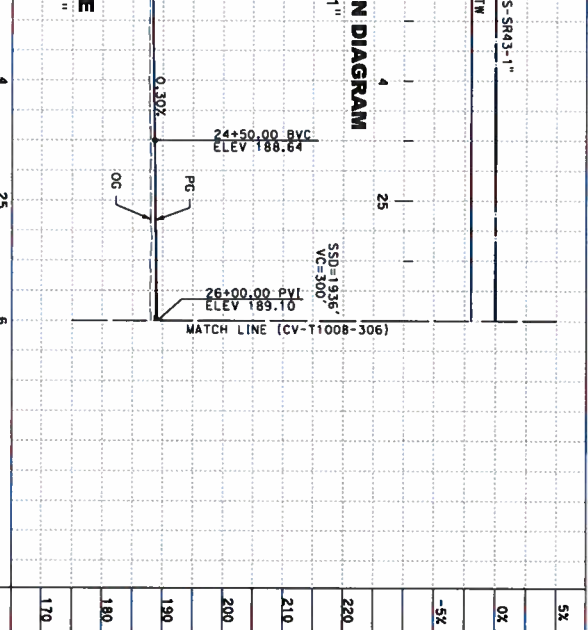
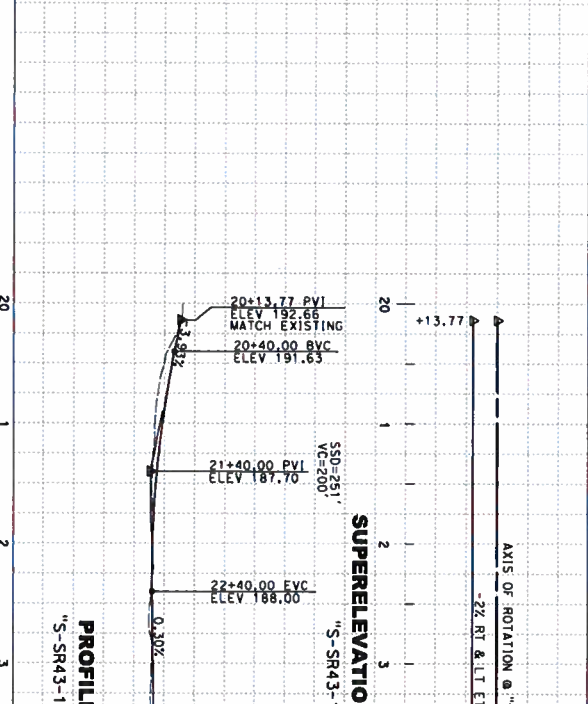
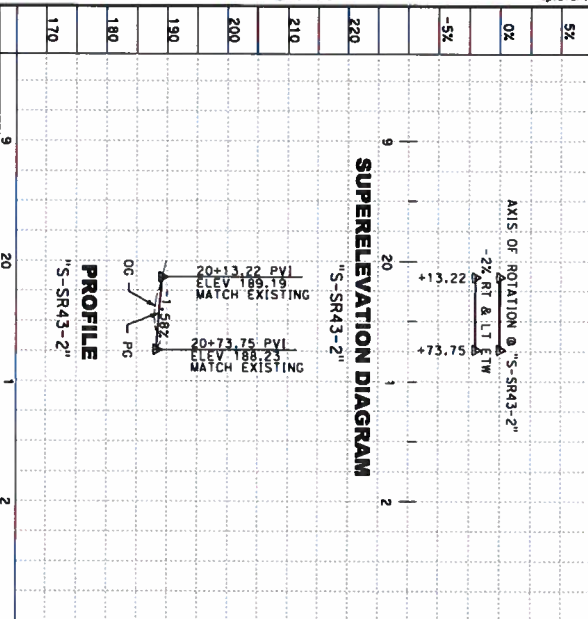
| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |

| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |

| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |

| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |

| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |



| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |

| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |

| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |

| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |

| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |

| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 1   | S23°16'10"E | 73.15'   |



# **EXHIBIT F1**

## **Traffic Handling Plan / Pavement Delineation**

**Avenue 144/Tule Avenue Underpass**

**Dragados Flatiron Joint Venture  
1775 Park Street Suite 75  
Selma, CA 93662**





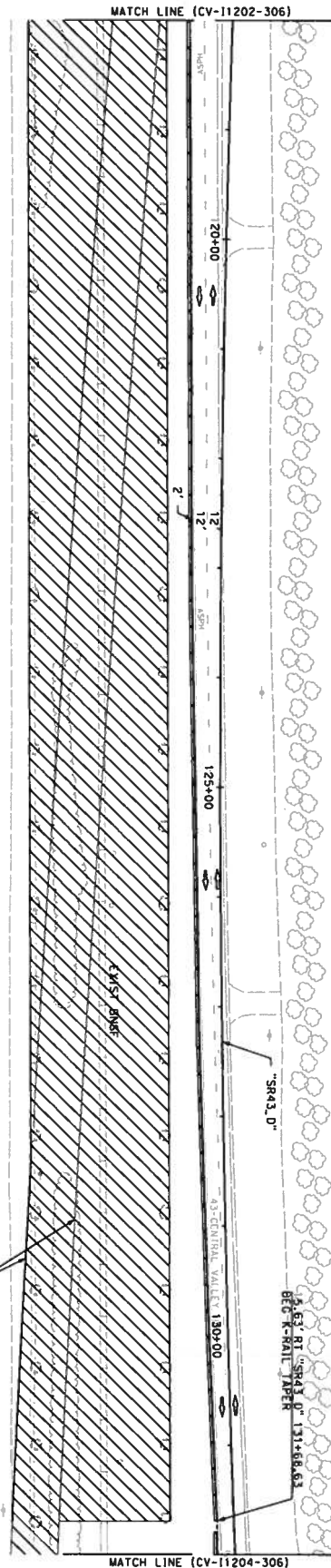
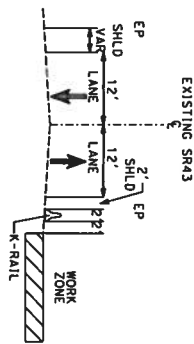




| DATE | BY | NO. | DATE | RECEIVED BY                     |
|------|----|-----|------|---------------------------------|
|      |    |     |      | RECEIVED BY<br>NAME AND ADDRESS |
|      |    |     |      | J. JAYE                         |
|      |    |     |      | CHECKED BY<br>L. CHESNOK        |
|      |    |     |      | R. TRENETT                      |
|      |    |     |      | DATE<br>05/04/2018              |

**CALIFORNIA HIGH-SPEED TRAIN PROJECT  
FB - CONSTRUCTION PACKAGE 2-3**ROADWAY SEGMENT 3  
TRAFFIC HANDLING PLAN  
SR 43 - STAGE 1

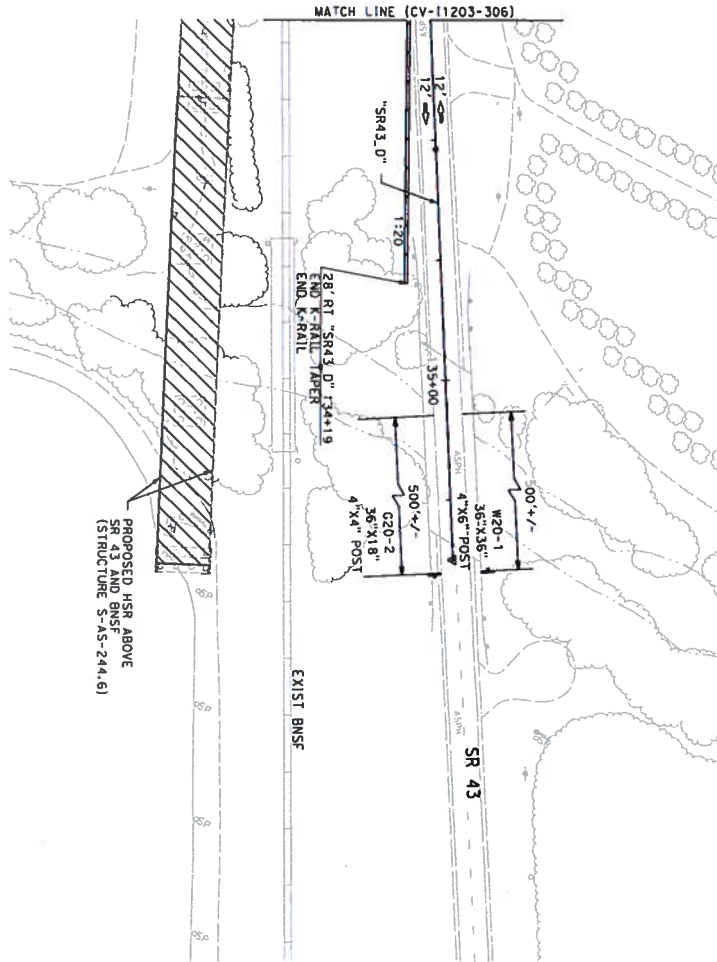
|              |              |
|--------------|--------------|
| CONTRACT NO. | HSR 13-57    |
| DRAWING NO.  | CV-11203-306 |
| SCALE        | AS SHOWN     |
| DRAWN BY     | OF XXXX      |



|     |      |    |     |     |             |             |            |             |            |          |            |                                     |                               |                   |                       |                 |              |           |             |              |       |          |           |         |
|-----|------|----|-----|-----|-------------|-------------|------------|-------------|------------|----------|------------|-------------------------------------|-------------------------------|-------------------|-----------------------|-----------------|--------------|-----------|-------------|--------------|-------|----------|-----------|---------|
| REV | DATE | BY | CHK | APP | DESCRIPTION | DESIGNED BY | CHECKED BY | IN CHARGE   | DATE       | DRAGADOS | CALIFORNIA | CALIFORNIA HIGH-SPEED TRAIN PROJECT | FB - CONSTRUCTION PACKAGE 2-3 | ROADWAY SEGMENT 3 | TRAFFIC HANDLING PLAN | SR 43 - STAGE 1 | CONTRACT NO. | HSR 13-57 | DRAWING NO. | CV-11204-306 | SCALE | AS SHOWN | SHEET NO. | OF XXXX |
|     |      |    |     |     |             | M. ADAMS    |            | L. CHESTNUT | 05/04/2018 |          |            |                                     |                               |                   |                       |                 |              |           |             |              |       |          |           |         |



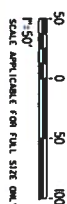
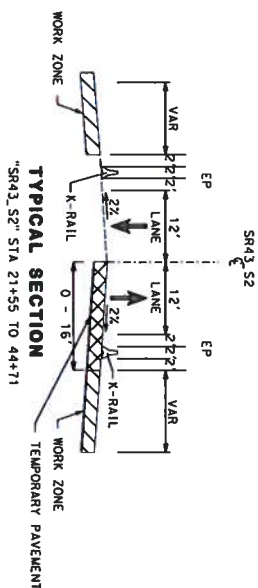
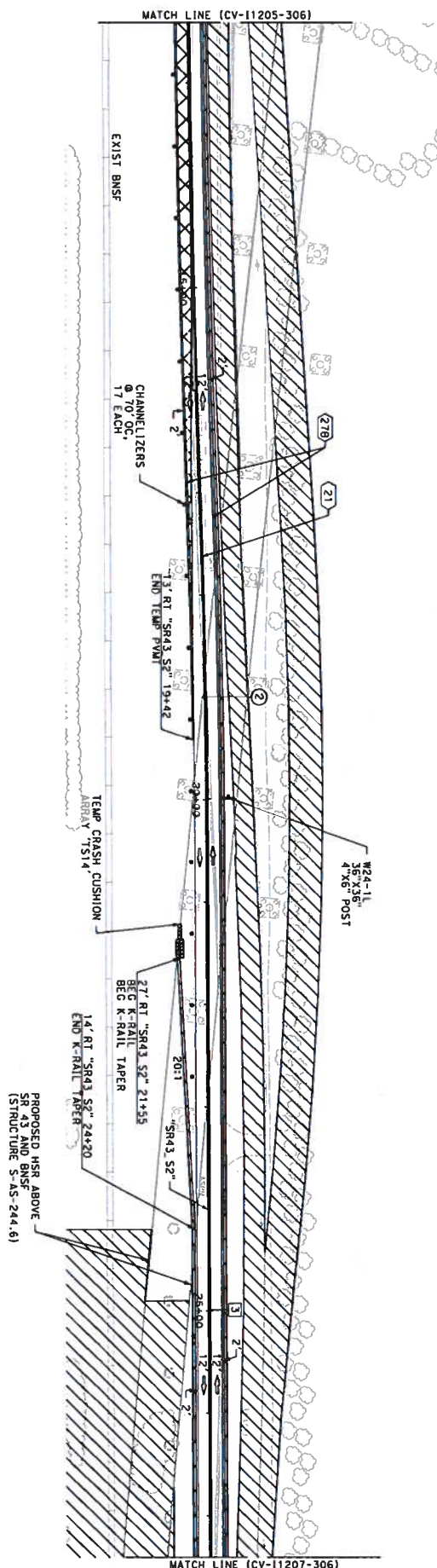
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1"=50'  
SCALE APPLICABLE FOR FINAL SIZE ONLY





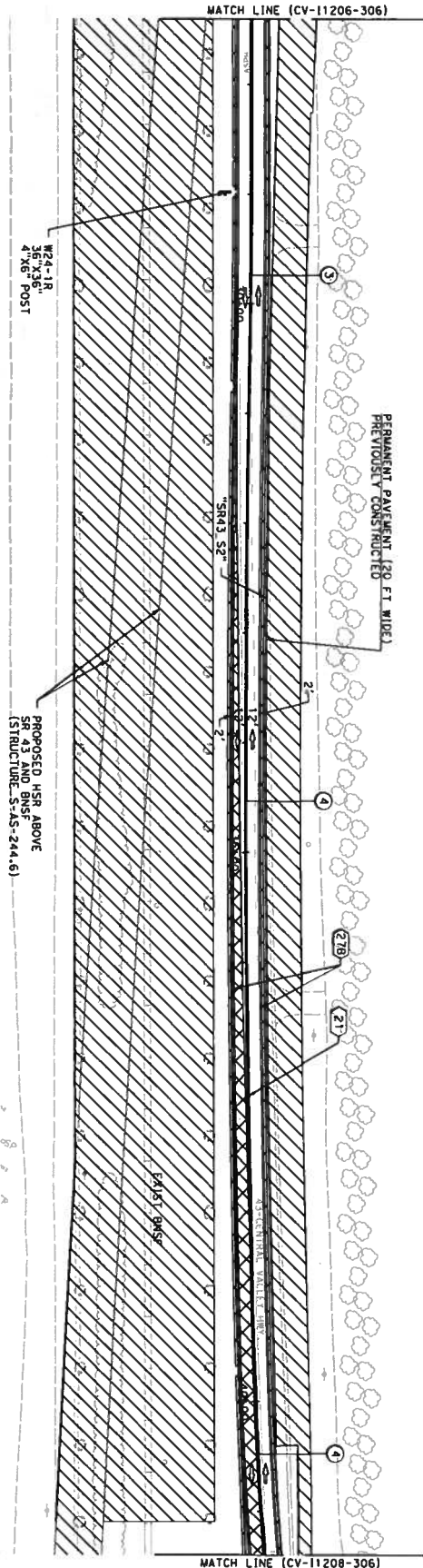


| LINE DATA |             |          |  |
|-----------|-------------|----------|--|
| NO.       | BEARING     | DISTANCE |  |
| 3         | S30°23'15"E | 844.49   |  |



|     |      |    |     |     |           |   |   |   |  |
|-----|------|----|-----|-----|-----------|---|---|---|--|
| REV | DATE | BY | CHK | APP | REVISIONS | <br><b>DRAGADOS</b><br><b>FLATRION</b> | <br><b>CALIFORNIA</b><br>HIGH-SPEED RAIL AUTHORITY | <b>CALIFORNIA HIGH-SPEED TRAIN PROJECT</b><br><b>FB - CONSTRUCTION PACKAGE 2-3</b><br><br>ROADWAY SEGMENT 3<br>TRAFFIC HANDLING PLAN<br>SR 43 - STAGE 2 | CONTACT NO.<br>NSR 13-57<br>PROJECT NUMBER<br>CY-11206-306<br>SCALE<br>AS SHOWN<br>SHEET NO. OF XXXX |
|-----|------|----|-----|-----|-----------|---|---|---|--|

| CURVE DATA |           |          |         |         |
|------------|-----------|----------|---------|---------|
| NO.        | R         | $\Delta$ | T       | L       |
| ③          | 10000.00' | -1°6'42" | 97.00'  | 194.00' |
| ④          | 20018.00' | 2°34'1"  | 448.51' | 896.87' |
| ⑤          | 3300.00'  | 4°59'28" | 143.83' | 287.47' |







CONSTRUCTION STAGING NOTES

PRIOR TO STAGE ONE, CONTRACTOR TO PLACE K-RAIL AS SHOWN ON THE STAGE ONE TRAFFIC HANDLING PLAN. MAINTAIN THE EXISTING ONE LANE IN EACH DIRECTION ON SR43. CONTRACTOR RESPONSIBLE FOR PREPARATION OF TRAFFIC CONTROL PLANS.

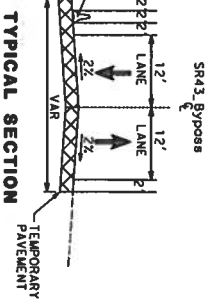
STAGE ONE: MAINTAIN SR43 TRAFFIC ON EXISTING ROADWAY. BEGIN CONSTRUCTION ON HIGH SPEED TRAIN VIADUCT ABUTMENT 1 THROUGH BEAT 11.

STAGE TWO: TRAFFIC ONTO TEMPORARY PAVEMENT AS SHOWN ON STAGE TWO TRAFFIC HANDLING PLANS. CONSTRUCT THE NORTHBOUND SIDE OF NEW SR43 PAVEMENT. CONSTRUCT TEMPORARY BYPASS EAST OF SR43 WHICH PASSES UNDER STRADDLE BEAMS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

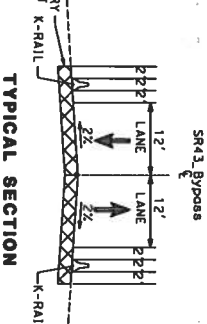
| NO. | R        | Δ        | T       | L       |
|-----|----------|----------|---------|---------|
| 1   | 4100.00' | 7°20'54" | 263.28' | 525.84' |
| 2   | 4100.00' | -3°51'6" | 137.86' | 275.62' |

CURVE DATA

"SR43, SE" STA 0+00 TO 5+78



"SR43, Bypass" STA 6+31 TO 19+85



NOTES:

1. REMOVE ALL CONFLICTING TRAFFIC STRIPES AND PAVEMENT MARKINGS WITHIN THE PLAN LIMITS.
2. ALL TEMPORARY TRAFFIC STRIPES AND PAVEMENT MARKINGS SHALL BE PAINT UNLESS OTHERWISE NOTED.
3. ALL EXISTING SIGNS TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
4. TEMP SIGNS SHALL BE BLACK ON ORANGE UNLESS OTHERWISE NOTED.
5. MAINTAIN EXISTING STOP CONTROLLED INTERSECTION.
6. TEMPORARY CONSTRUCTION SIGNS FROM STAGE 1 TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
7. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL PLAN BEYOND STAGE 3.

LEGEND:

- DIRECTION OF TRAVEL
- CONSTRUCTION AREA
- CHANNELIZERS
- TEMP CRASH CUSHION ARRAY
- ABSORB 350
- TEMP RAILING (TYPE K)
- CHANGE IN PAVEMENT DELINEATION DETAIL
- BEGIN/END OF TRAFFIC STRIPE DETAIL
- NEW/RELOCATED ROADSIDE SIGN 1 POST
- TYPE III BARRICADE
- TEMPORARY PAVEMENT

REVISIONS

| NO. | DATE       | BY       | CHK | APP | DESCRIPTION             |
|-----|------------|----------|-----|-----|-------------------------|
| 1   | 05/04/2018 | J. ADAMS |     |     | ISSUED FOR CONSTRUCTION |

**CALIFORNIA HIGH-SPEED TRAIN PROJECT**  
FB - CONSTRUCTION PACKAGE 2-3  
ROADWAY SEGMENT 3  
TRAFFIC HANDLING PLAN  
SR 43 - STAGE 3

CONTRACT NO.  
HSR 13-57

ISSUED FOR  
CONSTRUCTION

SCALE  
AS SHOWN

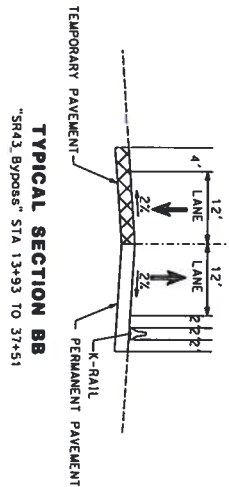
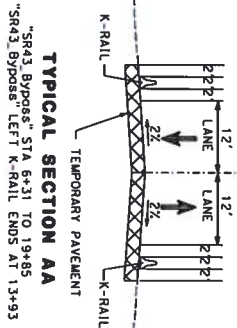
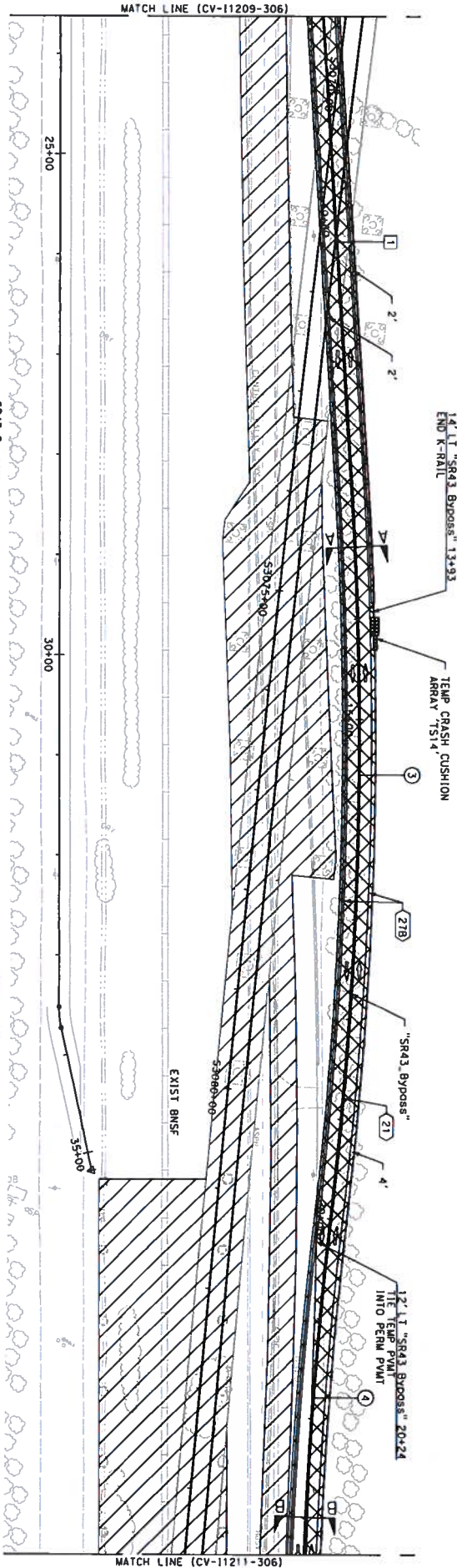
PROJECT NO.  
OF XXXX

LINE DATA

| NO. | BEARING     | DISTANCE |
|-----|-------------|----------|
| 11  | S33°52'12"E | 465.74'  |

CURVE DATA

| NO. | R        | Δ         | T       | L       |
|-----|----------|-----------|---------|---------|
| 3   | 4100.00' | -10°20'8" | 370.80' | 739.59' |
| 4   | 4100.00' | 5°2'7"    | 180.27' | 360.32' |



|      |    |     |     |             |             |             |             |            |
|------|----|-----|-----|-------------|-------------|-------------|-------------|------------|
| DATE | BY | CHK | APP | DESCRIPTION | DESIGNED BY | CHECKED BY  | IN CHARGE   | DATE       |
|      |    |     |     |             | M. ADAMS    | L. CHESTNUT | L. CHESTNUT | 05/04/2018 |

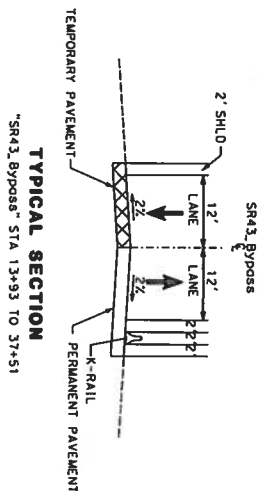
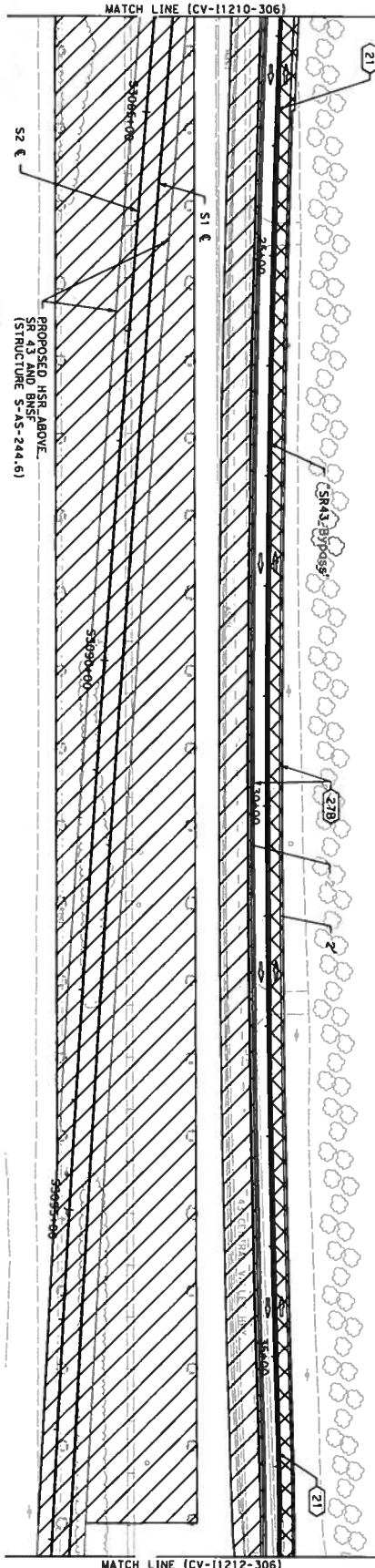
**CALIFORNIA HIGH-SPEED TRAIN PROJECT**  
**FB - CONSTRUCTION PACKAGE 2-3**

ROADWAY SEGMENT 3  
 TRAFFIC HANDLING PLAN  
 SR 43 - STAGE 3

CONTRACT NO. MSR 13-57  
 DRAWING NO. CV-11210-306  
 SCALE AS SHOWN  
 SHEET NO. OF XXXX



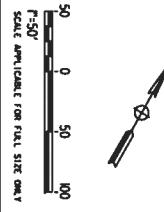
| CURVE DATA |           |           |         |          |
|------------|-----------|-----------|---------|----------|
| NO.        | R         | Δ         | T       | L        |
| 5          | 19982.00' | 3°29'5"   | 596.20' | 1192.06' |
| 6          | 3300.00'  | -3°35'27" | 103.44' | 206.81'  |



| REV | DATE | BY | CHK | APP | DESCRIPTION |
|-----|------|----|-----|-----|-------------|
| 1   |      |    |     |     |             |
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| 100 |      |    |     |     |             |

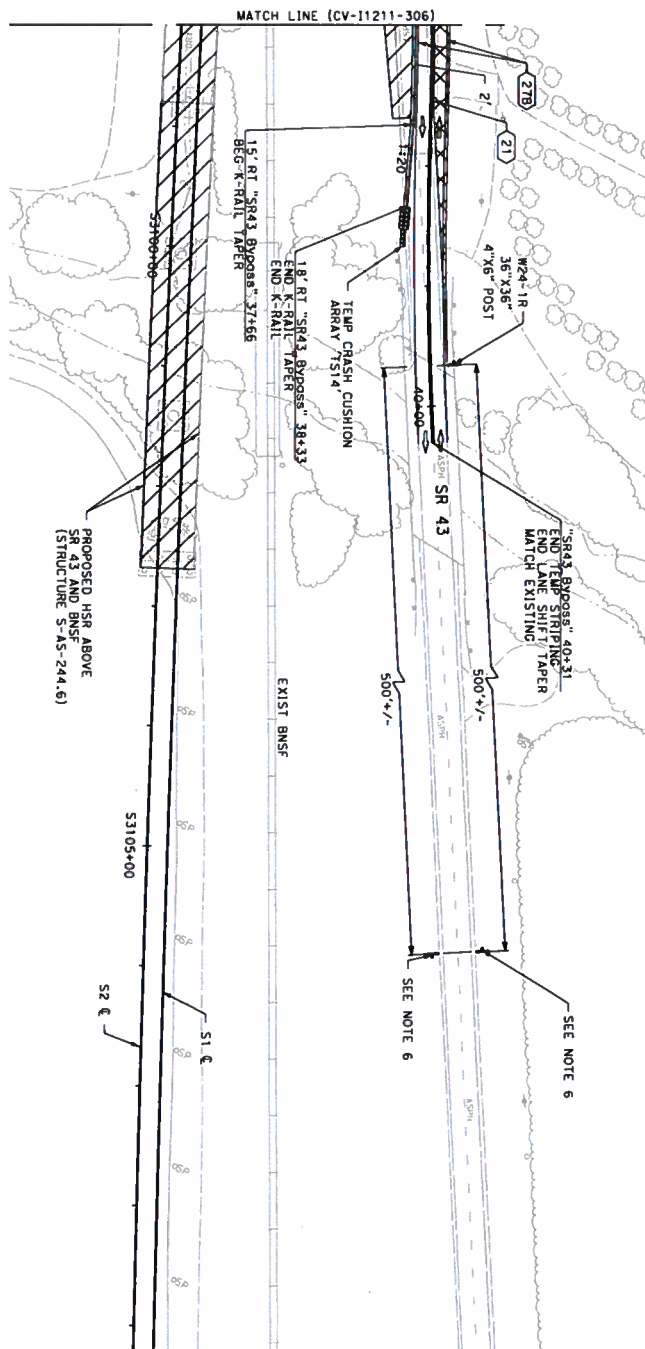


**CALIFORNIA HIGH-SPEED TRAIN PROJECT**  
**FB - CONSTRUCTION PACKAGE 2-3**  
 ROADWAY SEGMENT 3  
 TRAFFIC HANDLING PLAN  
 SR 43 - STAGE 3



|              |              |
|--------------|--------------|
| CONTRACT NO. | HSR 13-57    |
| PROJECT NO.  | CV-11211-306 |
| SCALE        | AS SHOWN     |
| DATE         | 05/04/2018   |
| BY           | J. J. JAY    |
| CHK          | C. S. LOCK   |
| APP          | R. J. FREY   |

| CURVE DATA |          |          |         |         |
|------------|----------|----------|---------|---------|
| NO.        | R        | $\Delta$ | T       | L       |
| 5          | 3300.00' | 4°35'34" | 132.34' | 264.53' |



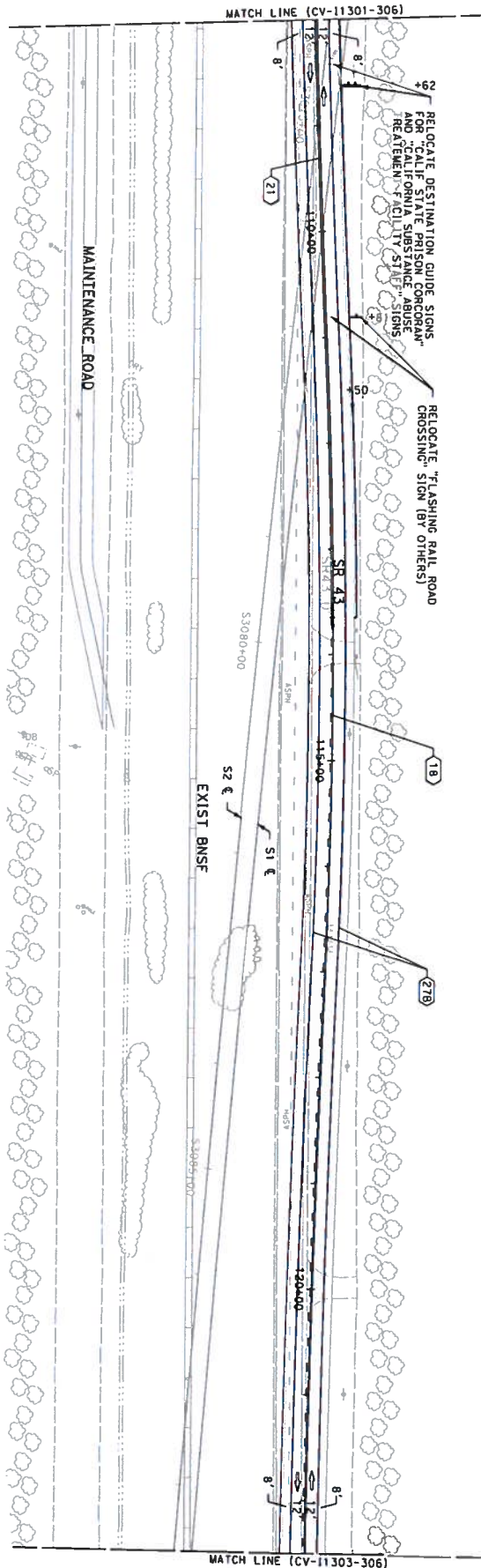
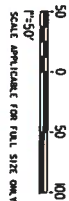
50 0 50 100  
SCALE APPLICABLE FOR FULL SIZE ONLY  
F=50'

|  |  |  |  |  |  |  |  |  |  |  |  |      |    |     |     |      |    |     |     |      |    |     |     |
|--|--|--|--|--|--|--|--|--|--|--|--|------|----|-----|-----|------|----|-----|-----|------|----|-----|-----|
| <div>ISSUED BY<br/>DRAWN BY<br/>CHECKED BY<br/>DATE<br/>05/04/2018</div> <div></div> <div></div> <div></div> <div><div>CALIFORNIA HIGH-SPEED TRAIN PROJECT<br/>FB - CONSTRUCTION PACKAGE 2-3</div><div>ROADWAY SEGMENT 3<br/>TRAFFIC HANDLING PLAN<br/>SR 43 - STAGE 3</div></div> <div><div>CERT. DATE: HSR 13-57<br/>DRAWING NO.: CV-11212-306<br/>SCALE: AS SHOWN<br/>SHEET NO.: OF XXXX</div></div> |  |  |  |  |  |  |  |  |  |  |  | DATE | BY | CHK | APP | DATE | BY | CHK | APP | DATE | BY | CHK | APP |
|--|--|--|--|--|--|--|--|--|--|--|--|------|----|-----|-----|------|----|-----|-----|------|----|-----|-----|





|     |      |    |     |     |             |             |             |            |          |          |            |     |  |   |
|-----|------|----|-----|-----|-------------|-------------|-------------|------------|----------|----------|------------|-----|--|---|
| REV | DATE | BY | CHK | APP | DESCRIPTION | DESIGNED BY | CHECKED BY  | DATE       | DRAGADOS | FLATIRON | CALIFORNIA | HSR | ROADWAY SEGMENT 3<br>PAVEMENT DELINEATION AND SIGN PLAN<br>SR 43 | CONTRACT NO.<br>HSR 13-57<br>DRAWING NO.<br>CV-11302-306<br>SCALE<br>AS SHOWN<br>SHEET NO.<br>OF XXXX |
|     |      |    |     |     |             | J. JAYE     | L. McDONALD | 05/04/2018 |          |          |            |     |  |   |
|     |      |    |     |     |             |             | K. TAYLOR   |            |          |          |            |     |  |   |
|     |      |    |     |     |             |             | R. TREVETT  |            |          |          |            |     |  |   |





# **EXHIBIT G1**

## **Local Project Support**

**Letter of concurrence from Tulare County**

**Dragados Flatiron Joint Venture  
1775 Park Street Suite 75  
Selma, CA 93662**

Avenue 144/Tule Avenue

I, Reed Schenke, am an employee of **Tulare County** and authorized to sign this letter of agreement on its behalf, hereby declare that Tulare County concurs with the proposed project described above.



5/6/07

---

Reed Schenke

Signature and Date

Director

Resource Management Agency

5961 South Mooney Blvd

Visalia, CA 93277

# **EXHIBIT G2**

## **Local Project Support**

### **The Cooperative Agreement between CHSRA and the County of Tulare**

**Dragados Flatiron Joint Venture**

**1775 Park Street Suite 75**

**Selma, CA 93662**



**CALIFORNIA**  
**High-Speed Rail Authority**  
Central Valley Regional Office

**BOARD MEMBERS**

**Dan Richard**

CHAIR

**Thomas Richards**

VICE CHAIR

**Thea Selby**

VICE CHAIR

**Lou Correa**

**Daniel Curtin**

**Michael Rossi**

**Lynn Schenk**

December 28, 2015

**Michael C. Spata**  
Director, Resource Management Agency  
County of Tulare  
5961 South Mooney Blvd.  
Visalia, California 93277

Contract: **HSR 14-43**  
Cooperative Agreement

Subject: **Notice to Proceed**

Dear Mr. Spata:

This letter serves as your Notice to Proceed (NTP) for HSR 14-43 Cooperative Amendment. You are authorized to commence work in accordance the Agreement Scope of Work.

This NTP is issued to the County of Tulare pursuant to the Contract between the California High Speed Rail Authority (Authority) and the County of Tulare.

The Authority looks forward to working with the County of Tulare. If you have any questions or concerns regarding this letter or its contents, please contact me at (559) 558-5230 or at [jorge.granados@hsr.ca.gov](mailto:jorge.granados@hsr.ca.gov).

Sincerely,

*Jorge Granados*  
For **Jorge Granados, P.E.**  
CP 2-3 Contract Manager

**Jeff Morales**  
CHIEF EXECUTIVE OFFICER

**EDMUND G. BROWN JR.**  
GOVERNOR



CHSRA CP2-3  
DOCUMENT CONTROL  
RECEIVED SENT

DEC 28 2015

*Roger London*





**COOPERATIVE AGREEMENT**  
BETWEEN  
CALIFORNIA HIGH-SPEED RAIL AUTHORITY  
AND  
COUNTY OF TULARE

12-18-15

**PARTIES:**

**THIS AGREEMENT**, entered into as of the date last written below (the "Agreement") by and between the California High-Speed Rail Authority, an agency of the State of California, whose principal place of business and mailing address is 770 L Street, Suite 620 MS 2, Sacramento, California 95814, hereinafter referred to as the "Authority", and County of Tulare, a political subdivision of the State of California, whose principal mailing address is 2800 W Burrel Ave, Visalia, CA 93219-4582 hereinafter referred to as the "Local Agency".

**RECITALS:**

**WHEREAS**, Local Agency owns, operates, and maintains Facilities, as defined herein. Utilities or facilities not owned by Local Agency may be located within the right-of-way of Local Agency by virtue of statewide franchises, specific franchise agreements, encroachment permits issued by Local Agency, common use agreements, or under the auspices of other legal instrument. Such utilities may be operated under regulations of the California Public Utilities Code ("CPUC") and referred to as "Utilities", as defined herein; and

**WHEREAS**, Authority is currently engaging in a program that has various projects under current provisions of Section 2704.04 of the Streets & Highways Code and Sections 185030 and 185511 of the Public Utilities Code throughout the State of California identified as the California High-Speed Rail Projects hereinafter referred to as the "HSR Project," and from time to time the HSR Project involves constructing, reconstructing, or otherwise changing an existing improvement or installing a new improvement where Facilities of Local Agency are located; and

**WHEREAS**, HSR Project may require the protection, relocation, installation, or removal of the Facility, or some combination thereof, including any submittal review, inspection, environmental mitigation, certification or other oversight activity; and

**WHEREAS**, protection, relocation, installation or removal of Facilities may impact Local Agency; and

**WHEREAS**, Authority and Local Agency desire to enter into an agreement which establishes the contractual terms and conditions applicable to the Facility Work;

**NOW AND THEREFORE**, for and in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Local Agency agree as follows:

## 1. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- 1.1. Authority's Contractor. "Authority's Contractor" means a company, joint venture, partnership, limited liability company, or person that enters into a contract with the Authority for the performance of Facility Work or any other work.
- 1.2. Betterment. "Betterment" shall mean any upgrading of a replacement Facility that is made solely for the benefit of and at the election of the Local Agency, including an increase in the capacity, capability, level of service, efficiency, duration or function of the replacement Facility over that which was provided by the existing Facility; provided, however, that the following are not considered Betterments in such cases:  
  
Any upgrading necessary for safe and effective construction of the HSR Project; replacement devices or materials that meet equivalent standards although they are not identical; replacement devices or materials no longer regularly manufactured with the next highest grade or size; any upgrading required by applicable laws; replacement devices or materials which are used for reasons of economy (e.g. non-stocked items may be uneconomical to purchase); or any upgrading required by the applicable standard specifications, standards of practice and construction methods applied to comparable facilities constructed by or for the Local Agency at its own expenses, which are in effect as of the date of execution of the applicable Grade Separation Agreement and/or Utility Agreement.
- 1.3. Grade Separation Agreement. "Grade Separation Agreement" means any agreement executed by Authority and Local Agency detailing the design and maintenance specific to a particular grade separation.
- 1.4. Utility Agreement. "Utility Agreement" means a subsequent agreement by which the Authority or Authority's Contractor provides the Local Agency funds and/or sets forth, among other things, the schedule, cost, cost apportionment, billing, payment, documentation, documentation retention, accounting and coordination as it relates to the Facility Work. The term "Utility Agreement" includes and incorporates any work indicated in a sub-utility agreement to a Utility Agreement.
- 1.5. Days. "Days" means calendar days, unless otherwise stated.
- 1.6. Facility. "Facility" or "Facilities" means any road, street, bridge, or grade separation owned and operated by Local Agency. The term "Facility" or "Facilities" includes traffic signals, street lights, and railroad crossing equipment associated with roads, streets, bridges and/or grade separations, as well as any electrical conduits and feeds providing service to such facilities. For this purpose, all electrical lines that connect (directly or indirectly) to traffic signals, street lights, crossing equipment, communication facilities owned or used by Local Agency, Local Agency irrigation controller equipment, or Local Agency transit shelters shall be deemed to provide service to such facilities. Electrical transmission facilities not serving said Facilities are not covered under the terms of this section.
- 1.7. Facility Work. "Facility Work" means all those activities related to the Relocation of a Local Agency's Facilities.

- 1.8. Hazardous Material. "Hazardous Material(s)" means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law and/or any substance, material, waste or other material of any nature whatsoever which may give rise to liability under state or federal law.
- 1.9. High-Speed Rail Property. "High-Speed Rail Property" means any real property or an interest therein, including any right-of-way, previously or hereafter acquired by the Authority.
- 1.10. HSR Project. "HSR Project" refers to the projects under current provisions of Section 2704.04 of the Streets & Highways Code and Sections 185030 and 185511 of the Public Utilities Code.
- Any portion of the HSR Project for which design and construction work, including Facility Work, is performed, managed, contracted or directed (by Notice to Owner or otherwise) by another State agency, local government or local agency, directly or indirectly, is specifically excluded from the definition of HSR Project.
- 1.11. HSR Right-of-Way. "HSR Right-of-Way" means any access controlled right-of-way for the HSR Project.
- 1.12. Notice to Owner. "Notice to Owner" means written notice from the Authority to Local Agency for the Relocation of Facilities, demanding Local Agency to remove, protect, alter, replace, reconstruct, support, or any other rearrangement or modification, the specifically identified Facilities to accommodate a particular segment of the proposed HSR Project.
- 1.13. Partners. "Partners" means cities, counties, the Authority, the Authority's Contractor, and any other third party entities affected by the HSR Project, including regulatory agencies, local agencies, and public and private facility owners.
- 1.14. Party. "Party" refers to the Authority or the Local Agency, as the context may require and "Parties" means the Authority and the Local Agency, collectively.
- 1.15. Railroad Right-of-Way. "Railroad Right-of-Way" means the right-of-way of any rail line registered with the California Public Utilities Commission, except for High-Speed Rail right-of-way.
- 1.16. Relocation. "Relocation" means alteration, removal, relocation, replacement, reconstruction, support, abandonment, protection or any other rearrangement of Facilities that are necessary in order to accommodate or permit construction of the HSR Project.
- 1.17. Right-of-Way of Local Agency. "Right-of-Way of Local Agency" means a property right held by the Local Agency in the form of either a recorded or fully executed deed in the usual form or other recorded, fully executed valid instrument that conveys a permanent property right to the Local Agency for the Facility to be located in a defined area of real property or prescriptive rights, including but not limited to a defined area within High-Speed Rail Property that is subject to a recorded Joint Use Agreement (JUA) or Consent To Common Use Agreement (CCUA).
- 1.18. Utility. "Utility" refers to any pole, pole line, pipeline, conduit, cable, aqueduct, or other structure used for public or privately owned utility services, or used by a mutual organization supplying water or telephone services to its members.

## **2. SCOPE OF WORK**

### **2.1. Work to be Completed**

The work actually performed under this Agreement shall be all work necessary to accomplish Relocation of existing Facilities as necessitated by Authority's HSR Project.

#### **A. Road Closures**

Roads to be closed are identified in Appendix A.

#### **B. Facility Work**

Facility Work specific to any road closures do not require a Utility Agreement and will be performed pursuant to all of the applicable Local Agency's standards, including but not limited to the standards detailed in Appendix A, unless otherwise agreed to by the Parties in writing. Other Facility Work will be detailed in subsequently executed Utility Agreement(s).

#### **C. Utility Agreement**

Authority and Local Agency will enter into a Utility Agreement which will set forth, among other things, scope of work, schedule, cost, cost apportionment, billing, payment, documentation, documentation retention, accounting and coordination as it relates to Facility Work.

#### **D. Betterment**

Any work considered Betterment shall be agreed upon in advance by the Parties and detailed in a Grade Separation and/or Utility Agreement along with costs and allocation of responsibility for such costs to the Local Agency.

### **2.2. Performance of Work**

All Facility Work or portion thereof may be performed by the Local Agency or the Authority. Specific procedures that shall be followed in performance of Facility Work, along with costs and division of responsibility for cost, for the various portions of Facility Work shall be detailed in a Grade Separation Agreement and/or Utility Agreement for that work.

#### **A. Authority Performs Work**

When all or a portion of Facility Work is to be performed by the Authority, the Local Agency shall have access to all phases of Facility Work for the purpose of inspection to ensure that the work is completed in accordance with the Grade Separation Agreement and/or Utility Agreement(s).

The Authority shall submit a written notice of substantial completion of Facility Work to the Local Agency.

Upon receipt of the written notice of substantial completion of Facility Work from the Authority, Local Agency shall accept ownership and maintenance of the constructed Facilities.



**B. Local Agency Performs Facility Work**

When all or a portion of the Facility Work is to be performed by the Local Agency, the Local Agency agrees to provide and furnish all necessary labor, materials, tools, and equipment required, and to execute said work diligently to completion and to: (i) perform work with its own forces, or (ii) cause the work to be performed by a contractor, employed by Local Agency pursuant to a written contract, or (iii) cause the work to be performed through a contract with a qualified bidder, selected pursuant to a valid competitive bidding procedure to perform work of this type.

Upon the issuance of a Notice to Owner, or as otherwise agreed upon in the specific Grade Separation and/or Utility Agreement, the Local Agency shall diligently undertake, or cause to be undertaken, the Facility Work in accordance with the agreed upon schedule.

The Local Agency shall submit a written notice of completion of Facility Work to the Authority within 30 days of the completion of the Facility Work.

**2.3. Partnering**

In signing this Agreement, the Local Agency agrees to collaborate with the Authority, the Authority's Contractor (if applicable), and any other affected third-party entities, including regulatory agencies, local agencies, and other facility owners, hereinafter referred to as "Partners", to identify collaborative methods for resolving issues that may arise as part of the Facility Work.

Partners will attend an initial kick-off workshop as well as subsequent periodic meetings as scheduled throughout the duration of the HSR Project. During the initial workshop, Partners will develop procedures and agreements (including Utility Agreements) as specified in Appendix B, "PARTNERING," incorporated herein, facilitating the collaborative relationship and aid in identifying and resolving issues as they arise.

Reimbursement to the Local Agency for the cost of participation in the initial workshop and subsequent partnering meetings shall be made by either the Authority or the Authority's Contractor, to be determined by Authority.

**3. LIABILITY AND PAYMENT FOR WORK**

**3.1. Liability**

A. Unless otherwise agreed to, liability for the cost of Facility Work shall be determined as follows:

- i. When the Authority requires Local Agency to remove any Facility lawfully maintained in any High-Speed Rail Property to a location entirely outside High-Speed Rail Property, the Authority shall pay the reasonable and necessary cost of the removal. This includes both the cost of removal and the cost of Relocation to a new location outside of the High-Speed Rail Property.
- ii. When the Authority requires Local Agency to remove any Facility lawfully maintained outside High-Speed Rail Property to another location entirely outside High-Speed Rail Property, the Authority shall pay the reasonable and necessary cost of removal. This includes



the cost of removal and the cost of Relocation to a new location outside of the High-Speed Rail Property.

- iii. After initial construction of the HSR Project and upon Local Agency's request, the Local Agency shall pay the reasonable and necessary cost of removal when the Relocation of a Facility from one point in High-Speed Rail Property to another point in that property, including Relocation in any service road of the High-Speed Rail Property or from one point of crossing of the High-Speed Rail Property to another reasonable point of crossing. This includes the cost of removal and the cost of Relocation to another point in High-Speed Rail Property.
- iv. When the Authority requires a publicly owned Facility to relocate within High-Speed Rail Property any Facility lawfully maintained in that property that was not used for high-speed rail purposes at the time the Facility was originally installed, the Authority shall pay the cost of Relocation.
- v. A permit containing a contractual obligation that was accepted by the Local Agency for maintenance or minor improvement of the Facility after the property became High-Speed Rail Property shall not constitute a contractual obligation to relocate a Facility at its own expense within the meaning of this section.
- vi. Publicly owned sewers and fire hydrants and any street lighting structure, whether publicly or privately owned, in any High-Speed Rail Property shall be relocated, where necessary, at the expense of the Authority.

B. Nevertheless, Local Agency will be liable for Facility work where:

- i. Facility Work is a Betterment; or
- ii. The Local Agency is unable to produce documentation of Right-of-Way of Local Agency's where its Facility is located.

### 3.2. Cost of Facility Work

If the Authority has cost liability, then reimbursable costs shall be the costs of actual and necessary Facility Work including reasonable and actual indirect and overhead charges attributable to that work, and any necessary new private Facility right-of-way required to perpetuate existing rights involved in the Relocation, except:

A. The Authority shall be entitled to credits as follows:

- i. The amount of any Betterment.
- ii. If a new Facility or portion thereof is constructed to accomplish such Relocation, an amount bearing the same proportion to the original cost of the displaced Facility or portion thereof as its age bears to its normal expected life.

### 3.3. Claims by the Authority's Contractor

In the event the Authority's Contractor makes any claim against the Authority relating to Facility Work, the Authority will notify the Local Agency of the claim and the Local Agency will cooperate with the Authority in

assessing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the Local Agency and the Authority's Contractor shall be in writing, shall be subject to written concurrence by the Authority, and shall specify the extent to which it resolves the claim against the Authority.

Since Facility Work may be reimbursable to the Local Agency under this Agreement, the Authority may withhold reimbursement to the Local Agency until final resolution (including any actual payment required) of all claims relating to Facility Work. The right to withhold shall be limited to actual claim payments made by the Authority to the Authority's Contractor.

### **3.4. Hazardous Materials**

Upon discovery of Hazardous Material in connection with the Relocation, both Local Agency and Authority shall immediately confer to explore all reasonable alternatives and agree on a course of action.

Authority will pay, in its entirety, those costs for additional necessary effort undertaken by Local Agency to comply with existing statutes or regulations concerning the disposition of Hazardous Material found as a consequence of that Relocation, unless such conditions are attributable to Local Agency's existing installation or operation.

Each Party to this Agreement retains the right to pursue recovery of its share of any such Hazardous Material related costs from the other Party or third parties in accordance with law.

## **DISPUTES**

The Authority and the Local Agency agree that, as a general principle, the Parties shall identify and engage in measures to prevent and resolve potential sources of conflict before they escalate into disputes through a process involving partnering, collaboration and cooperation, which shall attempt to identify and resolve potential disputes without resort to formal legal process. Such process shall include establishing for each phase of the HSR Project impacting Facilities a hierarchy of individuals within each Party's organization to whom issues may be addressed as they arise in order to resolve such issues before they are elevated to the next level in the hierarchy, and periodic meetings at the request of either Party to review the ongoing status of the HSR Project and the Facility Work.

In the event the Local Agency disagrees with a determination or direction made by the Authority in connection with the Facility Work, the Local Agency shall provide prompt written notice of its objection to Authority, including the reasons for such objection. Thereafter, the Parties shall attempt to resolve the potential dispute through the partnering process, which may include escalation through the hierarchy established for the partnering process, at either Party's request. If the dispute persists after the conclusion of such partnering, then the Local Agency may request a written statement from the Authority concerning its decision. The request must be made within 14 days after the conclusion of such partnering. The request shall clearly state, and in detail, the basis for the objection, a statement of the facts asserted, and the nature and amount of the costs involved. The Authority shall provide written notice of such decision, including a copy to the Local Agency. Authority's failure to provide a written decision shall be deemed denial of Local Agency's objection. The Authority's decision shall be final and conclusive unless, the Local Agency appeals such decision by written notice to the Authority, on or before 28 days from the date of such decision, or if no written decision is received from the Authority, 42 days from the Local Agency's written objection.

If the Local Agency appeals the Authority's decision, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. The Authority shall either issue a modified decision within two weeks from the date of the hearing, or if no hearing is requested then from the date of Local Agency's notice of appeal, such prior decision shall be deemed affirmed.

At all times during the course of the dispute resolution process, the Local Agency shall continue with or permit the continuance of the Facility Work as directed, in a diligent manner, and without delay; shall conform to any of the Authority's responses, decisions, or orders; and shall be governed by all applicable provisions of this Agreement. Records of the Facility Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions in this Agreement irrespective of the ultimate outcome of any dispute.

## **5. GENERAL CONDITIONS**

### **5.1. Default**

In the event that the Authority breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement or by law, the Local Agency may pursue a claim for damages.

In the event that the Local Agency breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement or by law, the Authority may exercise one or more of the following options:

- A. Pursue a claim for damages suffered by the Authority.
- B. Perform any necessary work with its own forces or through Authority's Contractor and seek repayment for any additional cost for which it would not have been otherwise liable.

### **5.2. Termination**

Either Party, upon six month's written notice, may terminate this Agreement, except that, notwithstanding that termination, the provisions of this Agreement shall remain in full force and effect with respect to any Relocation of Facilities required under a Grade Separation/Utility Agreement/Notice to Owner issued prior to the Agreement termination.

### **5.3. Insurance**

Prior to the Facility Work being performed under this Agreement, Authority will require Authority's Contractor to name Local Agency, its officers, agents, officials, and employees as additional insured and to provide a waiver of subrogation in favor of the Local Agency for each insurance policy where such coverage is provided for "Indemnified Persons" pursuant to the Authority's contract with Authority's Contractor (HSR 13-57).

### **5.4. Indemnification**

A Party ("Indemnifying Party") shall hold harmless, and indemnify the other Party ("Indemnified Party") and its respective governing Boards, officers, directors, employees, authorized agents, engineers, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses that arise out of or as a result of any negligent act or omission or willful misconduct of the Indemnifying Party or its officers,

agents, employees, engineers, contractors or subcontractors in carrying out Indemnifying Party's obligations under this Agreement for the performance of Facility Work, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the Indemnified Party or their respective agents and servants who are directly responsible to such Indemnified Party.

#### **5.5. Affected Facility and Right of Way**

Whenever affected Facilities will remain within the existing Right-of-Way of Local Agency and these Facilities also will fall within the High-Speed Rail Property, Authority and Local Agency shall execute an easement or a Consent to Common Use Agreement which shall also confirm any prior rights held by Local Agency in said Right-of-Way of Local Agency.

Whenever affected Facilities will be relocated from the existing Right-of-Way of Local Agency to a new location that falls outside such existing Right-of-Way of Local Agency and not in Railroad Right-of-Way or in public right-of-way, the Authority shall convey a new right-of-way for such relocated Facilities as will correspond to the existing Right-of-Way of Local Agency. For such Relocations, the Authority shall issue, or cause to be issued, to Local Agency, without charge to Local Agency or credit to Authority, appropriate replacement rights in the new location mutually acceptable to both Authority and Local Agency for those rights previously held by Local Agency in its existing private right-of-way. In discharge of Authority's obligations under this Paragraph, in the event that the new location falls within the High-Speed Rail Property, Authority and Local Agency shall execute a Joint Use Agreement for joint use of said new area which agreement shall also confirm any prior rights held by Local Agency in said Right-of-Way of Local Agency. In consideration for these replacement rights being issued by Authority, Local Agency shall subsequently convey to Authority, or its nominee, within Authority's right-of-way, all of its corresponding right, title and interest within Local Agency's existing private right-of way so vacated.

If the existing Right-of-Way of Local Agency includes fee title, Authority shall acquire from Local Agency, for just compensation under State law, those property rights required by Authority for the public railway by separate transaction, leaving to Local Agency those remaining property rights appropriate for the placement and operation of Facilities in the Right-of-Way of Local Agency.

If any replacement real property rights are required in Railroad Right-of-Way, then the Authority will make reasonable efforts to obtain those rights for the Local Agency. Nevertheless, if Authority cannot obtain those replacement real property rights Local Agency shall obtain those rights.

#### **5.6. Applicability**

Except as otherwise provided, this Agreement applies to the Relocation of Facilities to accommodate or permit construction of the HSR Project.

#### **5.7. Modification.**

This Agreement may be amended, changed or altered by mutual consent of the Parties in writing.

#### **5.8. Severability.**

Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

**5.9. Time is of the Essence.**

Time shall be of the essence of this Agreement.

**5.10. Successors and Assigns.**

This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties.

**5.11. Agreement Final Expression of the Parties.**

This Agreement constitutes the complete and final expression of the Parties with respect to the subject matter and supersedes all prior agreements, understandings, or negotiations.

**5.12. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of California. Any provision herein found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions herein.

Venue for any action shall lie exclusively in Sacramento County, California pursuant to Public Utilities Code Section 185038.

**5.13. Audits**

Local Agency agrees that the Authority, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Local Agency agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Local Agency agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Local Agency agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, CCR Title 2, Section 1896).

**5.14. Notices**

All required notices may be sent by first class United States Mail, hand delivery, or express mail. Each Party shall have a continuing obligation to notify the other Party of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to LOCAL AGENCY:

County of Tulare:

RESOURCE MANAGEMENT AGENCY

Person in Charge:

Michael C. Spata, Director

Address:

5961 South Mooney Boulevard

---

Visalia, CA 93277

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**If to AUTHORITY:**

**Authority:**

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

**Person in Charge:**

**Thomas Fellenz, Chief Counsel**

**Address:**

**770 L Street, Suite 800**

**Sacramento, CA 95814**

**5.15. State and Federal Grant Conditions**

No State or Federal funds or resources are allocated or encumbered as against this Agreement and Authority's obligations and duties expressed herein are conditioned upon sufficient funds being made available to the Authority by the California State Legislature or the United States Government for the purpose of the HSR Project.

Parties agree that Utility Agreements and other agreements requiring payment from the Authority will be subject to additional State and Federal requirements.



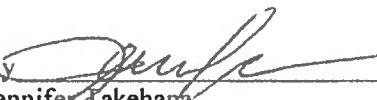
IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement effective the day and year last written below.

**COUNTY OF TULARE:**

By   
Steve Worthley  
Chairman, Tulare County Board of Supervisors

Date 11.17.15

Approved as to form:

By   
Jennifer Takehana  
Deputy County Counsel  
Matter No. 20151792

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

By   
Frank Vacca  
Chief Program Manager

Date: 12/17/2015

Approved as to form:

By   
Thomas Fellenz  
Chief Counsel

Date: 12/18/15

**APPENDIX A**

**LOCAL AGENCY'S SPECIAL CONDITIONS**

**1. DESIGN STANDARDS**

Authority's Contractor shall conform to the following Facility Work standards and criteria, unless otherwise agreed to by the parties in writing.

- A. The following roads will be grade separated: Avenue 24, Avenue 56 (County Road J22), Avenue 88, Avenue 120 (Hesse Ave.) and Avenue 136.
- B. The following road(s) will be closed: Avenue 108 (Angiola Drive), Avenue 112, and Avenue 128. The grade separations identified in item A above will be constructed prior to the closure of any roads, unless otherwise agreed to by the Parties in writing.
- C. The following road(s) will be open: Avenue 144.
- D. Unless otherwise agreed to in this Agreement or other written agreements by the Parties, the County of Tulare Improvement Standards ("COTIS") or the American Association of State Highway and Transportation Officials ("AASHTO") will be applied to the Facility Work. In the event of a conflict between COTIS and AASHTO, the more stringent standard shall apply.

## **APPENDIX B**

### **PARTNERING**

In order to effectively accomplish the HSR Project, a collaborative relationship will be formed as agreed to by Parties in Section 2.3 "PARTNERING" As part of this collaborative relationship, a cooperative management team will be developed to achieve a quality project within budget and on schedule. Collaboration is strongly encouraged in preference to formal dispute resolution and adjudication mechanisms. Collaboration in this context is intended to be mandatory, but non-binding. The identified procedures will be available for use by the Partners to resolve issues that may arise during the performance of Facility Work.

#### **1. INITIAL KICK-OFF WORKSHOP**

In order to achieve effective and efficient completion of the HSR Project the Partners agree to conduct a kick-off workshop where they will identify issues for resolution that are present or foreseeable and engage in joint problem solving and action planning on the issues identified.

At a minimum, during this workshop, participants will develop the following procedures and agreements to facilitate the collaborative relationship and aid in identifying and resolving issues as they may arise throughout the HSR Project:

**"Issues Resolution Ladder" (IRL)** – a hierarchy of those individuals within the HSR Project including the Partners and extending across organizational boundaries to address issues as they arise to facilitate communication and address issues before those issues are elevated to the next ladder rung.

**"Partnering Implementation Plan" (PIP)** – the intention of the PIP is to sustain the collaborative relationship after the kick-off meeting by establishing monthly or quarterly schedule of partnering meetings and any procedures necessary for the identification and resolution of any issues during the performance of the Facility Work to be addressed by the Partners.

**"Partner"** – the charter will express the vision for the project, a statement of mutual goals and positive behavior practices and will be a visual reminder of mutual commitment to the partner vision, goals and relationship. The charter will be signed by all Partners.

#### **2. PARTNERING MEETINGS**

The purpose of the partnering meetings will be to evaluate the efficacy of the collaborative relationship and review its processes as necessary to improve or correct any procedures/practices and efficiently identify and resolve the issues.

# **EXHIBIT G3**

## **Local Project Support**

**Letter of concurrence from BNSF**

**Dragados Flatiron Joint Venture**

**1775 Park Street Suite 75**

**Selma, CA 93662**

Avenue 144/Tule Avenue Underpass (244.65)

I, Taylor Smith, am an employee of the **BNSF Railway Company** and authorized to sign this letter of agreement on its behalf, hereby declare that the BNSF Railway Company concurs with the proposed project described above.



4-16-2019

Taylor Smith

Signature and Date

Manager of Public Projects

2454 Occidental Ave. South, Suite 2D

Seattle, WA 98134

# **EXHIBIT G4**

## **Local Project Support**

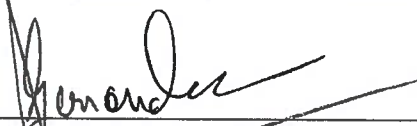
**Letter of concurrence from California Department of Transportation**

**Dragados Flatiron Joint Venture  
1775 Park Street Suite 75  
Selma, CA 93662**



HSR Underpass over SR 43 near Poplar Ave.  
Impact Location 12, 06-TUL-043 PM 20.33

I, Garth Fernandez, an employee of the California Department of Transportation (Caltrans) authorized to sign this letter of agreement on its behalf, hereby declare that Caltrans concurs with the proposed Construction Package 2-3 Project at HSR Underpass over SR 43 near Poplar Avenue (Project Station MP 244.65) as defined in the approved Supplementary Project Report for this location dated 5/21/2019.



7/15/2019

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Garth Fernandez  
Project Manager  
California Department of Transportation  
2015 E Shields Ave, Suite 100  
Fresno, CA 93726

Signature and Date

# **EXHIBIT H**

## **Verification for Application**

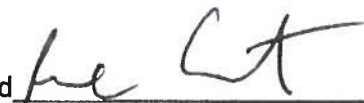
**Dragados Flatiron Joint Venture  
1775 Park Street Suite 75  
Selma, CA 93662**

## Exhibit H Verification

I am an officer of the California High-Speed Rail Authority, Applicant herein, and am authorized to make this verification on its behalf. The contents of this document are true of my own knowledge, except as matters that are stated on information or belief, and as to those matters, I believe them to be true.

Dated this 16 day of SEPTEMBER, 2019 at Sacramento, California.

Signed



Bruce W. Armistead  
Director of Operations and Maintenance  
California High-Speed Rail Authority  
770 L Street, Suite 620  
Sacramento, CA 95814  
Tel: (916) 324-1541

# **EXHIBIT I**

## **Notice of Availability**

### **Final EIR / EIS Fresno to Bakersfield Section of California High-Speed Train Project**

**Dragados Flatiron Joint Venture**

**1775 Park Street Suite 75**

**Selma, CA 93662**

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Application of the California High-Speed Rail Authority for approval to Construct One New Underpass Grade-Separated Crossing at Avenue 144, Under Two Proposed High-Speed Rail Tracks at CHSRA's MP (244.65), Part of the Proposed Avenue 144/Tule Avenue Underpass Structure Which Includes High-Speed Rail Tracks Over BNSF Tracks Crossing, Located in the County of Tulare, State of California.

Application No. \_\_\_\_\_

**NOTICE OF AVAILABILITY**

**FINAL ENVIRONMENTAL IMPACT REPORT / ENVIRONMENTAL IMPACT  
STATEMENT FOR THE FRESNO TO BAKERSFIELD SECTION OF THE CALIFORNIA  
HIGH-SPEED TRAIN PROJECT**

**TO ALL PARTIES TO THIS APPLICATION:**

In support of its applications, the California High-Speed Rail Authority (Applicant) submitted the *Final Environmental Impact Report / Environmental Impact Statement for the Fresno to Bakersfield Section of the California High-Speed Train Project (Final EIR / EIS)* on an archival CD-ROM/DVD and six copies on standard CD-ROM/DVD to the Docket Office for physical filing as Exhibit I to application A1709017.

Pursuant to Rule 1.9(d) of the Commission's Rules of Practice and Procedure, the Applicant is issuing this Notice of Availability (NOA). The NOA is being served on all parties listed on the official service lists for this application, which are attached as Exhibit K – Certificate of Service.

The Final EIR/EIS is available at the following URL, which has been posted on the web since 2014: [http://www.hsr.ca.gov/Programs/Environmental\\_Planning/final\\_fresno\\_bakersfield.html](http://www.hsr.ca.gov/Programs/Environmental_Planning/final_fresno_bakersfield.html)

**California High Speed Rail Authority**  
Bruce Armistead  
Director of Operations and Maintenance  
Sacramento, CA 95814  
[Bruce.Armistead@hsr.ca.gov](mailto:Bruce.Armistead@hsr.ca.gov)

# **EXHIBIT J1**

## **Scoping Memo**

### **Avenue 144/Tule Avenue Underpass**

**Dragados Flatiron Joint Venture**

**1775 Park Street Suite 75**

**Selma, CA 93662**



## Scoping Memo Information for Applications

**A. Category (Check the category that is most appropriate)**

☐ **Adjudicatory - “Adjudicatory” proceedings are: (1) enforcement investigations into possible violations of any provision of statutory law or order or rule of the Commission; and (2) complaints against regulated entities, including those complaints that challenge the accuracy of a bill, but excluding those complaints that challenge the reasonableness of rates or charges, past, present, or future, such as formal rough crossing complaints (maximum 12 month process if hearings are required).**

X Ratesetting - “Ratesetting” proceedings are proceedings in which the Commission sets or investigates rates for a specifically named utility (or utilities), or establishes a mechanism that in turn sets the rates for a specifically named utility (or utilities). “Ratesetting” proceedings include complaints that challenge the reasonableness of rates or charges, past, present, or future. Other proceedings may also be categorized as ratesetting when they do not clearly fit into one category, such as railroad crossing applications (maximum 18 month process if hearings are required).

☐ Quasi-legislative - “Quasi-legislative” proceedings are proceedings that establish policy or rules (including generic ratemaking policy or rules) affecting a class of regulated entities, including those proceedings in which the Commission investigates rates or practices for an entire regulated industry or class of entities within the industry.

B. Are hearings necessary?                      Yes                      ☒ No

If yes, identify the material disputed factual issues on which hearings should be held, and the general nature of the evidence to be introduced. Railroad crossing applications which are not controversial usually do not require hearings.

### Are public witness hearings necessary?

Yes X No

Public witness hearings are set up for the purpose of getting input from the general public and any entity that will not be a party to the proceeding. Such input usually involves presenting written or oral statements to the presiding officer, not sworn testimony. Public witness statements are not subject to cross-examination.

C. Issues - List here the specific issues that need to be addressed in the proceeding.

None.

D. Schedule (Even if you checked "No" in section "B" above) should the Commission decide to hold hearings, indicate here the proposed schedule for completing the proceeding within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting or quasi-legislative).

The schedule should include proposed dates for the following events as needed:

\_\_Date\_\_ 09/24/2019 \_\_Filing Date

\_\_Date\_\_ 10/24/2019 \_\_Comment Period (1 month from filing)

\_\_Date\_\_ 01/24/2020 \_\_Proposed Decision (4 months from filing)

\_\_Date\_\_ 03/24/2020 \_\_Final Decision (6 months from filing)

If hearing unexpectedly becomes necessary:

\_\_Date\_\_ Prehearing conference

\_\_Date\_\_ Hearing

\_\_Date\_\_ Brief due

\_\_Date\_\_ Submission

\_\_Date\_\_ Proposed decision (90 days after submission)

\_\_Date\_\_ Final decision (60 days after proposed decision is mailed)

# **EXHIBIT K**

## **Certification of Service**

**Dragados Flatiron Joint Venture  
1775 Park Street Suite 75  
Selma, CA 93662**

## CERTIFICATE OF SERVICE

I, Giovanni Alvarez, of Dragados Flatiron Joint Venture, on behalf of the California High-Speed Rail Authority, certify that I have this day mailed a copy of the attached Application and Exhibits in the above captioned proceeding by FedEx, or if noted, by e-mail or hand delivery, to each party named in the following service list, on this 24 day of September, 2019 at Selma, California.

By:   
Giovanni Alvarez  
Field Engineer

| Service List  |   |
|---|---|
| <b>Parties:</b>   |   |
| Bruce W. Armistead<br>Director of Operations & Maintenance<br>California High-Speed Rail Authority<br>770 L Street, Suite 620<br>Sacramento, CA 95814<br>Bruce.Armistead@hsr.ca.gov<br>Email Only | Jorge Granados<br>CP 2-3 Construction Manager<br>California High-Speed Rail Authority<br>1401 Fulton Street, Suite 300<br>Fresno, CA 93721<br>Jorge.Granados@hsr.ca.gov<br>Email Only   |
| Reed Schenke<br>RMA Director<br>Resource Management Agency<br>5961 South Mooney Blvd<br>Visalia, CA 93277<br>RSchenke@co.tulare.ca.us<br>Email Only   | Taylor Smith<br>Manager of Public Projects<br>Burlington Northern Santa Fe Railroad<br>2454 Occidental Avenue South, Suite 2D<br>Seattle, WA 98134<br>taylor.smith@bnsf.com<br>Email Only                                     |
| Garth Fernandez<br>Department of Transportation<br>2015 E Shields Avenue #100<br>Fresno, CA 93726<br>Garth.fernandez@dot.ca.gov<br>Email Only   |   |
| <b>State:</b>   |   |
| Anne Simon<br>Chief Administrative Law Judge<br>California Public Utilities Commission 505<br>Van Ness Avenue<br>Anne.Simon@cpuc.ca.gov<br>San Francisco, CA 94102<br>Email Only                  | Michael Robertson, P.E., Manager<br>Rail Crossings and Engineering Branch California<br>Public Utilities Commission 320 West 4th Street,<br>Suite 500<br>Los Angeles, CA 90013<br>Michael.robertson@cpuc.ca.gov<br>Email Only |

|   |  |
|---|--|
| Matthew Cervantes<br>Utilities Engineer<br>Rail Crossings and Engineering Branch<br>California Public Utilities Commission<br>Matthew.cervantes@cpuc.ca.gov<br>Email Only   | Anton Garabetian, P.E., Supervisor<br>Rail Crossings and Engineering Branch<br>California Public Utilities Commission<br>Antranig.garabetian@cpuc.ca.gov<br>Email Only |
| <b>Information Only:</b>  |  |
| Jose de Jesus Martinez<br>CP 2-3 Third Party Oversight/Contracts<br>Manager<br>California High-Speed Rail Authority<br>1775 Park Street, Building 75A<br>Selma, CA 93662<br>JosedeJesus.Martinez@hsr.ca.gov<br>Email Only | Valentin Ibarra<br>Project Engineer<br>Dragados Flatiron Joint Venture<br>1775 Park Street, Building 75<br>Selma, CA 93662<br>vibarra@dfcp23.com<br>Email Only         |